



NOTICE OF PUBLIC EVENT

**Tuesday, May 24, 2011
5:30 p.m.
Wylie Municipal Complex
300 Country Club Road, Building #100**

EXPLANATION!

**AN APPRECIATION RECEPTION WILL BE HELD TO HONOR COUNCIL
MEMBER CARTER PORTER FOR HIS YEARS OF SERVICE.**

**A QUORUM OF THE CITY COUNCIL MAY OR MAY NOT BE PRESENT, NO
ACTION WILL BE TAKEN DURING THIS RECEPTION.**



Wylie City Council

NOTICE OF MEETING

Regular Meeting Agenda

May 24, 2011 – 6:00 pm

Wylie Municipal Complex – Council Chambers
300 Country Club Road, Building #100

Eric Hogue..... Mayor
M. G. "Red" Byboth..... Mayor Pro Tem
David Goss..... Place 1
Kathy Spillyards..... Place 3
Bennie Jones..... Place 4
Rick White..... Place 5
Carter Porter..... Place 6

Mindy Manson..... City Manager
Richard Abernathy..... City Attorney
Carole Ehrlich..... City Secretary

In accordance with Section 551.042 of the Texas Government Code, this agenda has been posted at the Wylie Municipal Complex, distributed to the appropriate news media, and posted on the City website: www.wylietexas.gov within the required time frame. As a courtesy, the entire Agenda Packet has also been posted on the City of Wylie website: www.wylietexas.gov.

The Mayor and City Council request that all cell phones and pagers be turned off or set to vibrate. Members of the audience are requested to step outside the Council Chambers to respond to a page or to conduct a phone conversation.

The Wylie Municipal Complex is wheelchair accessible. Sign interpretation or other special assistance for disabled attendees must be requested 48 hours in advance by contacting the City Secretary's Office at 972.516-6020.

CALL TO ORDER

Announce the presence of a Quorum.

INVOCATION & PLEDGE OF ALLEGIANCE

CANVASS OF ELECTION

- Consider, and act upon, Resolution No. 2011-12(R) declaring the results of the Official Canvass of the General Election of May 14, 2011.

PRESENTATION

- Presentation of Appreciation Plaque to Councilman Carter Porter

ISSUANCE OF CERTIFICATES TO ELECTED COUNCIL MEMBERS

- Presented by Judge Terry Douglas

ADMINISTRATION OF OATH OF OFFICE FOR ELECTED COUNCIL MEMBERS

- Administered by Judge Terry Douglas

PRESENTATIONS

- Recognition of employees celebrating milestone years of service to the City of Wylie.

CITIZENS COMMENTS ON NON-AGENDA ITEMS

Residents may address Council regarding an item that is not listed on the Agenda. Residents must provide their name and address. Council requests that comments be limited to three (3) minutes. In addition, Council is not allowed to converse, deliberate or take action on any matter presented during citizen participation.

CONSENT AGENDA

All matters listed under the Consent Agenda are considered to be routine by the City Council and will be enacted by one motion. There will not be separate discussion of these items. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately.

- A. Consider, and act upon, approval of the Minutes of the May 10, 2011 Regular Meeting of the Wylie City Council. (C. Ehrlich, City Secretary)
- B. Consider, and place on file, the City of Wylie Monthly Revenue and Expense Report for the City of Wylie as of April 30, 2011. (L. Bantz, Finance Director)
- C. Consider, and place on file, the City of Wylie Monthly Investment Report for April 30, 2011. (L. Bantz, Finance Director)
- D. Consider, and place on file, the Monthly Revenue and Expense Report for the Wylie Economic Development Corporation as of April 30, 2011. (S. Satterwhite, Executive Director WEDC)
- E. Consider, and act upon, a Cooperative Agreement for additional Law Enforcement Services, between the City of Wylie, Lavon Lake, Texas initiates Agreement no. W9126G-11-T-005 and the U.S. Army Corps of Engineers. This agreement is for the provisions of additional Law Enforcement Services from May 27, 2011 through September 05, 2011 for a sum not to exceed \$55,805.92. (J. Duscio, Chief of Police)
- F. Consider, and act upon, Ordinance No. 2011-13, amending Zoning Ordinance 2005-58, Article 4, Section 4.3 Nonresidential Design Standards (F. Architectural Features); regarding exterior building materials. ZC2011-04 (R. Ollie, Planning Director)

- G. **Consider, and act upon, Resolution No. 2011-18(R) approving an Interlocal Agreement between the Region 8 Education Service Center and the City of Wylie for participation in the contracts for goods and services provided by the The Interlocal Purchasing System (TIPS).** (*J.Holcomb, Purchasing Director*)

REGULAR AGENDA

Tabled Item from 5-10-2011

Motion to remove from the table and consider and act upon:

1. **Consider, and act upon, the appointment of a 2011 Board and Commissions City Council Interview Panel to conduct the May/June 2011 board applicant interviews.** (*C. Ehrlich, City Secretary*)

Executive Summary

Each year the City Secretary's Office solicits and compiles applications from Wylie residents wishing to serve on various Wylie Boards and Commissions. These applications are received through the year until the later part of May of each calendar year. Additionally, in May/June of each year, the applications are compiled into appointment timeframes to allow the three council member panel time to interview each applicant and subsequently choose a list of applicants to recommend to the full Council to serve two year terms on the various boards. The terms are staggered so each year approximately half of the members serving on each board and commission are appointed.

General Business

2. **Consider, and act upon, Resolution No. 2011-15(R) adopting the Collin County Local Mitigation Strategy as the City of Wylie Hazard Mitigation Action Plan.** (*R. Corbin, Fire Chief*)

Executive Summary

This plan is in compliance with federal and state hazard mitigation plan regulations which allow us to be eligible for funding opportunities for the documented mitigation projects. Mitigation is any action taken to reduce or eliminate the long term risk of a hazard and its effects on people, property and the environment. The goal is to keep from placing people and property in harms way and to make structures safer and stronger when it is impossible to avoid a hazard. This also helps economically by reducing costs for damage, repairs, emergency response, etc. after a disaster occurs. Planning ahead for long term solutions to reduce hazards can help create a resilient community that will have the ability to bounce back a little quicker after a disaster.

3. **Consider, and act upon, Resolution No. 2011-16(R) authorizing the City Manager to execute a Waterline Relocation Agreement with East Fork Special Utility District for the relocation of 4,469 linear feet of waterline along East Brown Street.** (*C. Holsted, City Engineer*)

Executive Summary

The East Fork Special Utility District (EFSUD) owns a water line located on the south side of East Brown Street from Rutherford Avenue to Wylie East Drive as shown on the attached drawings. The existing water line is located in an easement outside of the existing road right of way. The City has acquired property for the expansion of Brown Street which overlaps the existing easement and the water line is in conflict with the proposed roadway improvements.

4. **Consider, and act upon, award of a contract to Wright Construction Co. in the amount of \$751,587.10 for the construction of the Twin Lakes Outfall Sanitary Sewer, Phase 2 project. (C. Holsted, City Engineer)**

Executive Summary

Council approved a midyear budget amendment on April 26, 2011 in the amount of \$1,200,000 for the construction of the project. On April 25th, fourteen bids were opened for the project and the low bid was submitted by Wright Construction Co. in the amount of \$751,587.10. Alternate pipe material was bid which significantly reduced the project cost.

5. **Consider, and act upon, Resolution No. 2011-17(R) authorizing the City Manager to execute Amendment No. 3 for the East Brown Street Pump Station, Ground Storage reservoir and Water Distribution Line Professional Engineering Services Agreement. (C. Holsted, City Engineer)**

Executive Summary

The design of the East Brown Street Pump Station includes the relocation of the Deliver Point #1 which is currently located at the NTMWD water treatment plant site. The project consist of a new pump building with five pumps, a 1.5 million gallon ground storage tank and miscellaneous piping as shown on the attached site plan. Water will be delivered to the site from the 36-inch North Texas Municipal Water District transmission main located on the north side of Brown Street.

6. **Consider, and act upon, Ordinance No. 2011-14 approving a negotiated resolution between the Steering Committee of Cities served by Oncor and Oncor Electric Delivery Company, LLC regarding the company's application to increase electric rates in all cities exercising original jurisdiction; declaring existing rates to be unreasonable; requiring the company to reimburse Cities' Reasonable Ratemaking Expenses; adopting tariffs that reflect rate adjustments consistent with the negotiated settlement and finding the rates to be set by the attached tariffs to be just and reasonable; Approving Oncor's proof of revenues; adopting a savings clause; determining that this Ordinance was passed in accordance with the requirements of the Texas Open Meetings Act; declaring an effective date; and requiring delivery of this Ordinance to the company and The Steering committee's legal counsel. (M. Manson, City Manager)**

READING OF ORDINANCES

Title and caption approved by Council as required by Wylie City Charter, Article III, Section 13-D.

ELECTION RECEPTION

- Reception for Newly Elected Council Members Rick White, Place 5 and Diane Culver, Place 6.

WORK SESSION

- Planning Department Annual Overview. (R. Ollie, Planning Director)

ADJOURNMENT

CERTIFICATION

I certify that this Notice of Meeting was posted on this 20th day of May, 2011 at 5:00 p.m. as required by law in accordance with Section 551.042 of the Texas Government Code and that the appropriate news media was contacted. As a courtesy, this agenda is also posted on the City of Wylie website: www.wylietexas.gov.

Carole Ehrlich, City Secretary

Date Notice Removed



Wylie City Council

AGENDA REPORT

Meeting Date: May 24, 2011
Department: City Secretary
Prepared By: C. Ehrlich
Date Prepared: May 14, 2011

Item Number: Canvass
(City Secretary's Use Only)
Account Code: _____
Budgeted Amount: _____
Exhibits: 2

Subject

Consider, and act upon, Resolution No. 2011-12(R) approving the unofficial results of the May 14, 2011 City of Wylie General Election.

Recommendation

A motion to approve Resolution No. 2011-12(R) declaring the results of the Official Canvass for the General Election of May 14, 2011 and electing Place 5 – Rick White and Place 6 – Diane Culver and Mayor – Eric Hogue to the Wylie City Council for three year terms.

Discussion

The unofficial results of the City of Wylie General Election have been presented for review by the Wylie City Council and certified by the Collin County Elections Administrator, Sharon Rowe.

Approved By

Department Director
City Manager

Initial
CE

Date

5-14-2011



5/19/11

Canvass, held on May 24, 2011, that a combined Election Day and Early Vote total of 662 votes were cast in the General Election, with 474 early votes cast, as indicated by the poll list for the General Election held on May 14, 2011.

SECTION 8. It is hereby declared that the City of Wylie approves and accepts the results of the General Election for Council Mayor and Places 5 and 6 as set forth in the Order attached hereto as Exhibit A, as determined by the majority vote of the qualified voters of the City of Wylie.

SECTION 9. This Resolution will become effective immediately upon its passage by the Wylie City Council.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS, on this 24th day of May, 2011.

Eric Hogue, Mayor

ATTEST:

Carole Ehrlich, City Secretary

SECTION 1: An election is hereby ordered to be held jointly with the Wylie Independent School District and Collin County Community College on Saturday, May 8, 2010, for the purpose of electing two (2) City Council members to fill the following expiring terms on the Wylie City Council; Place 1 and Place 3.

SECCION 1: Una eleccion es por el presente ordenada que se llevara acabo colectivamente con el Distrito Escolar Independiente de Wylie y el Distrito Colegial del Condado de Collin el sabado, 8 de Mayo, 2010, con el proposito de elejir dos (2) miembros del Concilio para el Lugar 1 y el Lugar 3 del Concilio de la Ciudad de Wylie; cual su termino ha expirado.

SECTION 2: The Election Day polling places where qualified voters shall cast ballots at such locations in the City of Wylie, 2009 General Municipal Election are as follows:

SECCION 2: Los locales de los centros electorales donde los votantes calificados votaran el dia de la eleccion de la Eleccion Municipal General del 2009 de la Ciudad de Wylie, son los siguientes:

County Election Precincts-

Precinct 25, 144, 153, 159 & 175 (Collin Co.)

Precincts 27, 33, 41, 56, 83, 133, 170 & 174
(Collin Co.)

Precincts 1A (Rockwall Co.)

Precinct 2601 (Dallas Co.)

Polling Place

Southfork Mobile Home Park
216 Southfork Blvd.
Wylie, Texas

Wylie Bible Church
109 W. Jefferson
Wylie, Texas

Election polls shall be open from 7:00 a.m. until 7:00 p.m. on the date of the election.

Los Centros electorales estaran abiertos de las 7:00 a.m. a las 7:00 p.m. el dia de la eleccion.

SECTION 3: Early voting by personal appearance shall be available at the Collin County Elections Office, 2010 Redbud Blvd. Suite 102, McKinney, Texas, and Wylie Municipal Complex, 2000 N. Highway 78, Wylie, Texas, voters may vote at any of the additional Early Voting locations open under full contract services with the Collin County Elections Administration. Early voting will begin on Monday, April 26, 2010 through Tuesday, May 4, 2010 during the normal working hours of 8:00 a.m. to 5:00 p.m. with extended voting hours on Thursday, April 29, 2010 from 8:00 a.m. to 7:00 p.m., Saturday, May 1, 2010 from 8:00 a.m. to 5:00 p.m. and May 3, 2010 and May 4, 2010 from 7:00 AM to 7:00 PM. Applications for ballot by mail shall be requested from and mailed to the Collin County Elections Administration Office, Attn: Elections Administrator, 2010 Redbud Blvd., Suite 102, McKinney, Texas 75069. Applications for ballots by mail must be received no later than the close of business on April 30, 2010.

SECTION 6: The City Secretary is hereby authorized and directed to publish and/or post, in the time and manner prescribed by law, all notices required to be so published and/or posted in connection with the conduct of this election. The Collin County Election contract shall designate the election judges for the joint election. The election, including providing notice of the election, shall be conducted in accordance with the Texas Election Code and other applicable law, and all resident qualified and registered voters of the City shall be eligible to vote at the election.

***SECTION 6:** La Secretaria de la Ciudad esta por el presente autorizada y dirigida a publicar y/o anunciar la hora y manera como prescrito por la ley, todas las notificaciones requeridas que sean publicadas y/o anunciadas en conexion con la conducta de esta eleccion. El contrato de la Eleccion del Condado de Collin debe designar los jueces para la eleccion colectiva. La eleccion, incluyendo dar aviso de la eleccion, deben ser conducidas de acuerdo con elCodigo de Eleccion de Texas y otras leyes aplicables, y todo residente calificado y registrado votante de la Ciudad debe ser elegible para votar en la eleccion.*

SECTION 7: The Mayor and the City Secretary of the City, in consultation with the City Attorney, are hereby authorized and directed to take any and all actions necessary to comply with the provisions of the Texas Election Code and any other state or federal law in carrying out and conducting the election, whether or not expressly authorized herein.

***SECTION 7:** El Alcalde y la Secretaria de la Ciudad, en consulta con el abogado de la Ciudad, por el presente estan autorizados y dirigidos de tomar cualquier y toda accion necesaria para estar en conformidad con las provisiones del Codigo de Eleccion de Texas y cualquier otra ley del estado o federal para llevar acabo y conducir la eleccion, aunque sea o no sea expresamente autorizado en esto.*

DULY PASSED AND APPROVED by the City Council of the City of Wylie, Collin, Dallas and Rockwall Counties, Texas, on this the 9th day of February, 2010.

***DEBIDAMENTE PASADO Y APROBADO** por el Concilio de la Ciudad de Wylie, Condados de Collin, Dallas y Rockwall, Texas, este dia 9th de Febrero, 2010.*

Eric Hogue, Mayor

ATTEST:

Carole Ehrlich, City Secretary

STATE OF TEXAS

§

**CANVASS OF THE
CITY OF WYLIE
JOINT, GENERAL AND
SPECIAL ELECTION**

COUNTY OF COLLIN

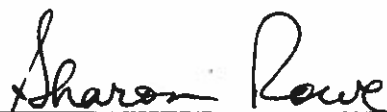
§

May 14, 2011

I, Sharon Rowe, the undersigned Elections Administrator of Collin County, do hereby certify that I have made an actual check and comparison of all the ballots tabulated as voted with the Return Sheets, and the unused ballots as recorded on the Register of Official Ballots. I, therefore, make the following report of my findings from the May 14, 2011, City of Wylie Joint, General and Special Election that was held in Collin County, Texas.

I hereby certify the results to be a full, true and correct tabulation, audit and count of the votes cast in the said election.

WITNESS, my hand on this the 20th day of May 2011.



Sharon Rowe
Elections Administrator
Collin County

Election Summary Report
General and Special Election
Summary For Jurisdiction Wide, , Wylie
Early Voting Accumulated Totals

Date:05/20/11
Time:13:21:46
Page:1 of 1

Registered Voters 439740 - Cards Cast 474 0.11%

Num. Report Precinct 0 - Num. Reporting 0 0.00%

Mayor - Wylie			
	Total		
Number of Precincts	0		
Precincts Reporting	0		
Vote For	1		
Times Counted	474/19296	2.5 %	
Total Votes	393		
Times Blank Voted	81		
Times Over Voted	0		
Number Of Under Votes	0		
Eric Hogue	393	100.00%	

Councilmember, Place 5 - Wylie			
	Total		
Number of Precincts	0		
Precincts Reporting	0		
Vote For	1		
Times Counted	474/19296	2.5 %	
Total Votes	438		
Times Blank Voted	36		
Times Over Voted	0		
Number Of Under Votes	0		
Gerald Dunn	107	24.43%	
Rick White	331	75.57%	

Councilmember, Place 6 - Wylie			
	Total		
Number of Precincts	0		
Precincts Reporting	0		
Vote For	1		
Times Counted	474/19296	2.5 %	
Total Votes	443		
Times Blank Voted	31		
Times Over Voted	0		
Number Of Under Votes	0		
Diane Culver	231	52.14%	
Carter Porter	212	47.86%	



Wylie City Council

AGENDA REPORT

Meeting Date: May 24, 2011
Department: Human Resources
Prepared By: Lynn Fagerstrom
Date Prepared: March 14, 2011

Item Number: _____
Presentation
(City Secretary's Use Only)
Account Code: _____
Budgeted Amount: _____
Exhibits: _____

Subject

Recognition of employees celebrating milestone years of service to the City of Wylie.

Recommendation

Discussion

These employees are celebrating milestone years of service anniversaries with the City of Wylie:

Ernest Mendez, Parks Crewleader – 15 years – February 19, 1996
Chief Brian Ritter, Fire Shift Commander – 10 years – May 14, 2001
Leonard Garner, Fleet Maintenance Coordinator – 10 years – May 21, 2001
Ricardo Govea, Parks Chemical Applicator – 10 years – May 23, 2001
Archie Whitt, Parks Field Supervisor – 10 years – May 24, 2001
David Collins, Building Inspector – 10 years – June 11, 2001
Mary Bradley, Planning & Zoning Administrative Secretary – 10 years – June 12, 2001
Buddy McGuire, Public Works Equipment Operator – 10 years June 12, 2001

Approved By

Department Director
City Manager

Initial

LF

Date

05/14/2011

[Signature]

5/19/11



Wylie City Council

Minutes

Wylie City Council Meeting

Tuesday, May 10, 2011 – 6:00 p.m.

Wylie Municipal Complex – Council Chambers

300 Country Club Road, Bldg. 100

Wylie, TX 75098

CALL TO ORDER

Announce the presence of a Quorum.

Mayor Eric Hogue called the meeting to order at 6:00 p.m. with the following Wylie City Council members present: Mayor Pro Tem Red Byboth, Councilwoman Kathy Spillyards, Councilman Carter Porter, Councilman Rick White, Councilman David Goss, and Councilman Bennie Jones.

Staff present were: City Manager, Mindy Manson; Assistant City Manager, Jeff Butters; Police Chief, John Duscio; Finance Director, Linda Bantz; Planning Director, Renae' Ollie; Public Services Director, Mike Sferra; City Engineer, Chris Holsted; WEDC Executive Director, Sam Satterwhite; City Secretary, Carole Ehrlich; Public Information Officer, Craig Kelly, and various support staff.

INVOCATION & PLEDGE OF ALLEGIANCE

Former Mayor William Martin gave the invocation and former Mayor Jim Swartz led the Pledge of Allegiance.

PRESENTATIONS

- **Unveiling and Dedication of the City of Wylie Seal**

Public Information Officer Kelly addressed council stating that in 2008 the council adopted an Official City Seal with a design that focused on the rich history of Wylie and its incorporation in 1887 along the tracks of the Gulf, Colorado and Santa Fe Railway.

He acknowledged Carol Gardner, Savage Precision Fabrication and Charles and Betty Lutz, Lutz Woodworks, two of Wylie's finest companies, who partnered with the City in a spirit of community, ingenuity and hard work to create the 4 foot in diameter, wood and aluminum city seal. Kelly extended a special thank you to Construction Manager Shane Colley for his work installing the seal.

Mayor Hogue unveiled the Official City Seal that will hang in the Wylie Council Chambers.

- **Nik Molina from Birmingham Elementary won the raffle for Mayor for a Day.**

Mayor Hogue introduced Nikolas Molina as honorary "Mayor of the Day". Nikolas won the honor by out bidding all other students in the Birmingham Elementary School Parent Teachers Association's silent auction to raise funding for the association. Nikolas has also been a Star Student and serves as weatherman on the Bear News Network. Junior Mayor Molina assisted Mayor Hogue for the remainder of the meeting.

- **Proclamation EMS Week: May 15th – 21st**

Mayor Hogue and Mayor Pro Tem Byboth presented a proclamation to Captain Robert Ballard and Police Chief Duscio proclaiming May 15th through May 21st as EMS Week.

CITIZENS COMMENTS ON NON-AGENDA ITEMS

Residents may address Council regarding an item that is not listed on the Agenda. Residents must provide their name and address. Council requests that comments be limited to three (3) minutes. In addition, Council is not allowed to converse, deliberate or take action on any matter presented during citizen participation.

Former Mayor Swartz addressed council thanking them for presenting a resolution on the agenda tonight for designation of the old Truett and Rita Smith Public Library to be used as a Senior Center in the future.

CONSENT AGENDA

All matters listed under the Consent Agenda are considered to be routine by the City Council and will be enacted by one motion. There will not be separate discussion of these items. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately.

- A. **Consider, and act upon, approval of the Minutes of the April 26, 2011 Regular Meeting of the Wylie City Council and the Minutes of the May 3, 2011 Special Called Work Session of the Wylie City Council. (C. Ehrlich, City Secretary)**
- B. **Consider, and act upon, authorizing the City Manager to terminate an Ad Valorem Tax Abatement and Sales Tax Reimbursement Agreement between the City of Wylie, the Wylie Economic Development Corporation, Greenway-Springs, Ltd., Greenway-Columbia, L.P., and Greenway-Wylie, L.P. (S. Satterwhite, WEDC Executive Director)**
- C. **Consider and act upon authorizing the City Manager to enter into a Compromise Settlement Agreement and Release between the City of Wylie and ARCHITEXAS, effective May 2, 2011; ratifying all actions taken by the City Manager to effectuate the settlement. (M. Manson, City Manager)**

Council Action

A motion was made by Councilman White, seconded by Councilman Porter to approve the consent agenda as presented. A vote was taken and the motion passed 7-0.

REGULAR AGENDA

Public Hearings

- 1. Hold a Public Hearing and consider and act upon a Replat for Keller's First Addition, Lots 1R-1 & 2, Block 3, to combine 2 lots into a single lot for the development of a medical office and to create Lot 2 for future development.**
(R. Ollie, Planning Director)

Staff Comments

Planning Director Ollie addressed council stating that the property totals 1.115 acres and would create one Commercial lot (Lot 1R-1, Block; 3) consisting of 0.494 acres and one commercial lot (Lot 2, Block 3) being 0.621 acres in size. Lot 1R-1 is situated in both the Commercial Corridor District and within the Downtown Historic District. The property was originally platted in the early sixties as Keller's First Addition and has undergone several replats since that time. Councilwoman Spillyards asked Planning Director Ollie if this approval would set any type of precedence in the Downtown Historic District. Planning Director Ollie replied she did not think it would set any type of precedence due to it being a transition lot.

Public Hearing

Mayor Hogue opened the public hearing at 6:30 p.m. asking anyone present wishing to address council on the Keller's First Addition re-plat to come forward and limit their comments to three minutes.

No one was present to address council on this item

Mayor Hogue closed the public hearing at 6:32 pm.

Council Action

A motion was made by Councilman White, seconded by Councilwoman Spillyards to approve the re-plat for Keller's First Addition, Lots 1R-1 and 2, Block 3, to combine 2 lots into a single lot for the development of a medical office and to create Lot 2 for future development. A vote was taken and the motion passed 7-0.

- 2. Hold a Public Hearing and consider, and act upon amending Zoning Ordinance 2005-58, Article 4, Section 4.3 Nonresidential Design Standards (F. Architectural Features); regarding exterior building materials. ZC2011-04** *(R. Ollie, Planning Director)*

Public Hearing

Mayor Hogue opened the public hearing at 6:45 p.m. asking anyone present wishing to address council on Zoning Case 2011-04 to come forward and limit their comments to three minutes.

No one was present to address council on this item

Mayor Hogue closed the public hearing at 6:45 pm.

Staff Comments

Planning Director Ollie addressed council stating that the current Zoning Ordinance requires brick as the primary exterior building material for nonresidential construction. The ordinance also requires at least 20 percent stone on the front façade.

Primary materials for buildings in the NS, CR, CC, BG, LI & HI districts shall be constructed of brick with at least 20 percent stone on the front façade including, but not limited to brick, stone, cast stone, decorative concrete or stucco. Tilt wall construction is permissible in LI and HI districts.

Ollie explained that the ordinance calls for visual variety and/or architectural detailing and to utilize two complementary primary façade materials. Again, the only allowed primary material is brick. Ollie noted the proposed amendment would clearly define primary exterior materials for non-residential development as well as secondary materials. This amendment would allow for flexibility, while also achieving the required visual variety and ensuring durability of materials.

She explained "brick" was defined by the Brick Industry Association as: **Brick** is a solid masonry unit of clay or shale, formed into a rectangular prism while burned or fired in a kiln.

Masonry is brick, stone, concrete, etc., or masonry combinations thereof, bonded with mortar.

In the proposed changes, all commercial buildings constructed on property zoned NS, CR, CC, BG, LI, and HI shall be masonry on all sides, exclusive of windows, doors, roofs, glass construction materials or sidewalk and walkway covers. Masonry materials shall mean and include brick, stone, cast stone, decorative concrete block, stucco or concrete block. Concrete tilt wall is permissible in LI and HI districts.

Ollie noted that EIFS, and/or cementitious fiberboard shall not be considered acceptable primary material but shall be accepted when applied as accent or architectural features and applied to not more than 20% of any facade. *EIFS is a type of lightweight synthetic wall cladding system that provides exterior walls with an insulated finished surface and waterproofing in an integrated composite material system. Cementitious Fiberboard (Hardie Plank) is composite material made of cement, finely ground sand, natural fibers and water (typically 90% Portland cement and sand with a wood pattern).* If adopted, these amendments shall not apply to the Downtown Historic District or the South Ballard overlay District.

Ollie explained that an Appeals process will be established by this amendment. In the event an applicant desires alternative design and exterior material inconsistent with adopted standards the aggrieved person must submit in writing to the Planning Department, a request within 10 business days of the Director's decision. The request will then be forwarded to City Council in a reasonable time for consideration. The decision of the Council shall be final.

Ollie reported the P & Z Commission voted 5-0-1 to recommend approval.

Council Discussion

Councilman Porter asked if the Hardie-plank could be used as a substitute for wood if an existing building needed repair. Planning Director Ollie replied that if 75% of the building was destroyed they would be required to build back at current standards; Hardie-plank was not approved as an exterior product only brick. Councilman Goss reported there was a difference between Hardie-plank and Hardie-board. He explained that Hardie-plank is the finished product exposed to view, while Hardie-board is a backer board product not generally exposed to the exterior of buildings.

Steve Wright residing at 113 Winding Oaks, Wylie addressed council stating that he attended the Planning and Zoning meeting and wanted to explain the Hardie-Plank discussion. There seemed to be the same confusion with plank and board. He stated that in his opinion the Hardie-plank was more

sustainable and held up longer than wood and other products. He asked that council consider the use of Hardie-Plank. He noted that the material would provide LEED points.

Bob Heath residing at 4506 East Parker Road, Parker, TX addressed council stating that a few years ago he completed some re-models using the Cementitious Fiberboard (Hardie Plank) He reported that the project turned out very well and has lasted over the past 15 years. He recommended using this material for the proposed ordinance. Mayor Hogue asked if he would use this material for commercial as well as resident development. Mr. Heath replied that he would.

Councilman Porter asked that council consider using Cementitious Fiberboard as a primary exterior material. Planning Director Ollie replied that if this material is approved, council would not see those items that meet the criteria for using this material, as site plans are final approved by the Planning and Zoning Commission. In approving this material the council is allowing this material for all commercial buildings. On the other hand if it was approved through a PD, all materials would be presented to council prior to approval and based on the proposal submitted.

Mayor Pro Tem Byboth had concerns that if the Cementitious Fiberboard (Hardie Plank) was not allowed as a primary material, the City would loose commercial development to another city. Planning Director Ollie reported that the only city in the area that allows Cementitious Fiberboard (Hardie Board) by right is Frisco.

Council Action

A motion was made by Mayor Pro Tem Byboth, seconded by Councilman Goss to amend Zoning Ordinance 2005-58, Article 4, Section 4.3 Nonresidential Design Standards regarding exterior building materials as proposed with the addition of Cementitious Fiberboard (Hardie Plank) as a primary exterior material for non-residential buildings. A vote was taken and the motion passed 7-0.

General Business

3. **Consider, and act upon, the appointment of a 2011 Board and Commissions City Council Interview Panel to conduct the May/June 2011 board applicant interviews.**
(C. Ehrlich, City Secretary)

Staff Comments

City Secretary Ehrlich addressed council stating that each year the City Secretary's Office solicits and compiles applications from Wylie residents wishing to serve on various Wylie Boards and Commissions. These applications are received through the year until May 25th of each calendar year. Additionally, in May/June of each year, the applications are compiled into appointment timeframes to allow the three council member panel time to interview each applicant and subsequently choose a list of applicants to recommend to the full Council to serve two year terms on the various boards. The terms are staggered so each year approximately half of the members serving on each board and commission are appointed.

Proposed interview meeting dates will be Wednesday May 25, 2011, Thursday, May 26, 2011, and Wednesday, June 1, 2011 from 6:00 p.m. - 9:30 p.m. each night. Immediately following the final Wednesday night interviews, the panel will deliberate on recommendations to be submitted to council at the June 14, 2011 regular meeting. This timeline for approval by June 14th will allow time for each member to be sworn in at the June 28th council meeting and begin their terms on July 1, 2011.

Council Discussion

Mayor Hogue explained this item was placed on the agenda tonight due to the timeline for approval and administration of the oath of office prior to July 1st so they are ready to attend the first meeting in July.

Councilman Porter asked if the item could be postponed until after the May 14th election to allow incoming elected officials to have the opportunity to serve on the selection panel. Councilman Jones concurred. Mayor Hogue explained the process had been put on this agenda so the process could begin by the first interview date of May 25th. Councilman Goss asked the item be presented either at the meeting of the 24th or a special called meeting to stay on the timeline proposed.

Mayor Hogue asked if this item was tabled to the meeting of the 24th of May, could members nominated start the interview process on the 25th as proposed. All council members concurred these dates would work.

Pam Engstrom residing at 1204 Lonesome Dove Trail, Wylie TX stated that she was pleased that the council had decided to wait until after the election to nominate panel members. She noted that doing otherwise appeared to the outside that council was "Ram-Roding" the selection process through before the two seats are decided upon. Engstrom also suggested alternating the council members serving on the panel so all council members had an opportunity to serve on the Boards and Commissions Interview Panel.

City Manager Manson asked council if everyone was good with the interview dates of May 25th, 26th and June 1st so staff could set up those interviews. Council members agreed to those dates.

Council Action

A motion was made by Councilman White, seconded by Councilman Jones to table consideration of the 2011 Boards and Commissions Interview Panel to the May 24, 2011 City Council Meeting. A vote was taken and the motion passed 7-0.

- 4. Consider and act upon, the appointment of a board member to the North Texas Municipal Water District Board to fill an expired term of June 1, 2011 to May 31, 2013. (C. Ehrlich, City Secretary)**

Staff Comments

City Secretary Ehrlich addressed council stating that the Board of Directors of North Texas Municipal Water District is a policy making body similar in nature to the City Council. The Board is responsible to both the State of Texas and to the member cities for assuring that NTMWD operations occur in accordance with state and federal law, in alignment with NTMWD policy, and in the best interests of the cities receiving services

NTMWD's existing Board (18 member cities) is comprised of individuals who have worked to represent their communities in other capacities and who have a solid understanding of municipal concerns to share with other Directors. Historically, Directors have dedicated from 10 to 30 years of service to the Board, thereby gaining experience and contributing the necessary leadership. This provides the maximum benefit in order to assure the city's needs are met in the most effective manner. ." Under other state law, no other government official that receives compensation could be appointed. NTMWD is requesting that by majority vote, the Wylie City Council reappoint Mr. Robert Thurmond, Jr. or appoint another Director to serve a term from June 1, 2011 to May 31, 2013.

The City of Wylie has two board members on the NTMWD Board; Mr. Marvin Fuller whose term expires May 31, 2012 and Mr. Robert Thurmond Jr, whose term expires May 31, 2011. Mr. Thurmond stated that he would be willing to serve another term. The City Council will need to make this appointment before the term expires May 31, 2011.

Council Action

A motion was made by Councilman Porter, seconded by Mayor Pro Tem Byboth to re-appoint Mr. Robert Thurmond, Jr to the North Texas Municipal Water District Board of Directors. A vote was taken and the motion passed 7-0.

- 5. Consider, and act upon, authorizing the City Manager to enter into a contract with Pavement Restoration Inc. in the amount of \$55,792.00 for asphalt surface maintenance on City streets. (M. Sferra, Public Services Director)**

Staff Comments

Public Services Director Sferra addressed council stating that as asphalt ages from exposure to the sun and elements; the asphalt oxidizes and becomes brittle and prone to cracking. Pavement Restoration, Inc. provides a service whereby they apply petroleum oils and resins to asphalt streets. This product penetrates into the existing asphalt to replenish the loss of original oils and resins. The result is that the asphalt is restored, becomes flexible instead of brittle, and the life of the streets are extended for another five to seven years. At that point, the process can be repeated again to further extend the life of the street even more. This product has been used by other cities and counties in Texas with good results. Staff has checked references at the City of Lubbock, City of Brownsville, and Travis County and found that these entities are very satisfied with the product and the contractor. They have multi-year contracts for the service and agree that it is a cost-effective measure over the traditional milling and overlay process. Sferra explained this process is more cost effective than traditional milling and overlays. Sealant costs \$1.00/sq. yd. to apply versus traditional milling and overlay which costs \$7.00 to \$10.00/sq. yd. to install.

Sferra explained the product has been used by other cities and counties in Texas with good results. Staff has checked references at the City of Lubbock, City of Brownsville, and Travis County and found that these entities are very satisfied with the product and the contractor. They have multi-year contracts for the service and agree that it is a cost-effective measure over the traditional milling and overlay process.

Council Action

A motion was made by Mayor Pro Tem Byboth, seconded by Councilman Porter to authorize the City Manager to enter into a contract with Pavement Restoration, Inc. in the amount of \$55,792 for asphalt surface maintenance on City streets. A vote was taken and the motion passed 7-0.

- 6. Consider, and act upon, authorizing the City Manager to execute an agreement with U.S. ROW for right-of-way acquisition services for the Stone Road Phase II paving project. (C. Holsted, Engineering Director)**

Staff Comments

City Engineer Holsted addressed council stating that the Stone Road Phase II project includes approximately 2,800 linear feet of a 4-lane paving section from Akin Lane to W.A. Allen Blvd and approximately 1,900 linear feet of paving of FM 544 south of Stone Road to Collins Blvd. 1,300 linear feet of off-site drainage is also included in the project. The construction plans are 90% complete and the projected construction cost for the project is \$4.7 million.

Councilman Goss asked what the timeline was for the project. City Engineer Holsted replied the acquisitions would be complete within six months and construction in 1 year from acquisition.

Council Action

A motion was made by Councilman Goss, seconded by Councilwoman Spillyards to authorize the City Manager to execute an agreement with U. S. ROW for right-of-way acquisition services for the Stone Road Phase II paving project. A vote was taken and the motion passed 7-0.

7. **Consider, and act upon, Resolution No. 2011-11(R) designating the former Library building, located at 800 Thomas Street, to be set aside and reserved for use as a new Senior Citizen Center.** *(M. Manson, City Manager)*

Staff Comments

At the request of Mayor Hogue, this item has been placed on the agenda for Council consideration. A consensus was reached during FY 2010-11 Budget Work Sessions that the former Library building be reserved for future use as a new Senior Citizen Center; however, no formal action has been taken to ratify that decision. The Resolution is intended to formally designate and reserve the former Library for the use of a Senior Citizen Center and to memorialize that decision.

Council Action

A motion was made by Councilman White, seconded by Councilman Porter to adopt Resolution No. 2011-11(R) designating the former Library building, located at 800 Thomas Street, to be set aside and reserved for use as a new Senior Citizen Center. A vote was taken and the motion passed 7-0.

WORK SESSION

- **Remodel and Design of Public Safety Building, (Old Municipal Complex)**
(J. Butters, Assistant City Manager)

Assistant City Manager Jeff Butters introduced Bryan Rogers representing Better Design Resources LLC who was retained for the Wylie Public Safety Building remodel design. Mr. Rogers presented the proposed changes to the building including offices and public spaces for Police, Fire, and Municipal Court. Council discussed options for repair/replacement of the existing roof and costs associated with these options to be brought back to council at a later date.

Direction from council was to move forward with the preliminary design.

ADJOURNMENT

With no further business before the Wylie City Council, a motion was made by Councilman White, seconded by Councilman Jones to adjourn the meeting at 8:26 p.m. A vote was taken and the motion passed 6-0 with Mayor pro tem Byboth absent.

Eric Hogue, Mayor

ATTEST:

Carole Ehrlich, City Secretary



Wylie City Council

AGENDA REPORT

Meeting Date: May 24 2011
Department: Finance
Prepared By: Finance
Date Prepared: May 13, 2011

Item Number: B.
(City Secretary's Use Only)
Account Code: _____
Budgeted Amount: _____
Exhibits: Revenue and Expenditure
Monthly Report

Subject

Consider, and place on file, the City of Wylie Monthly Revenue and Expenditure Report for April 30, 2011.

Recommendation

Motion to accept and place on file, the City of Wylie Monthly Revenue and Expenditure Report for April 30, 2011.

Discussion

The Finance Department has prepared the attached reports for the City Council as required by the City Charter.

Approved By

Department Director
City Manager

Initial

LB

Date

05/13/11

5/19/11

CITY OF WYLIE

MONTHLY FINANCIAL REPORT

April 30, 2011

ACCOUNT DESCRIPTION	ANNUAL BUDGET 2010-2011	CURRENT MONTH ACTUAL 2010-2011	YTD ACTUAL 2010-2011	YTD ACTUAL AS A PERCENT OF BUDGET	Benchmark 58.33%
GENERAL FUND REVENUE SUMMARY					
TAXES	16,489,668	308,153	14,755,536	89.48%	A
FRANCHISE FEES	2,260,000	8,521	754,454	33.38%	B
LICENSES AND PERMITS	287,030	38,780	317,439	110.59%	C
INTERGOVERNMENTAL REV.	602,992	47,271	362,825	60.17%	
SERVICE FEES	2,204,000	215,851	1,089,096	49.41%	D
FINES AND FORFEITURES	548,107	24,054	168,351	30.71%	E
INTEREST INCOME	30,000	1,613	12,550	41.83%	F
MISCELLANEOUS INCOME	322,646	45,531	232,621	72.10%	
OTHER FINANCING SOURCES	1,252,612	0	1,834,776	146.48%	G
REVENUES	23,997,055	689,774	19,527,648	81.38%	
USE OF FUND BALANCE	1,656,935	NA	NA	NA	H
TRANSFER FROM FLEET	742,500				
TOTAL REVENUES	26,396,490	NA	NA	NA	
GENERAL FUND EXPENDITURE SUMMARY					
CITY COUNCIL	83,281	7,974	43,844	52.65%	
CITY MANAGER	780,333	51,664	411,885	52.78%	
CITY SECRETARY	241,365	21,809	126,457	52.39%	
CITY ATTORNEY	128,000	10,312	60,606	47.35%	
FINANCE	854,888	43,758	484,175	56.64%	
FACILITIES	286,800	34,438	105,923	36.93%	
MUNICIPAL COURT	318,850	18,103	163,761	51.36%	
HUMAN RESOURCES	194,693	11,145	106,560	54.73%	
PURCHASING	114,578	7,877	62,790	54.80%	
INFORMATION TECHNOLOGY	1,026,949	49,090	581,731	56.65%	I
POLICE	5,338,970	316,973	2,835,730	53.11%	
FIRE	5,325,604	349,392	2,768,589	51.99%	
ANIMAL CONTROL	294,510	16,610	141,586	48.08%	
PLANNING	464,984	29,055	234,045	50.33%	
BUILDING INSPECTION	661,316	45,031	358,266	54.17%	
CODE ENFORCEMENT	190,686	17,430	93,740	49.16%	
STREETS	1,346,214	58,780	522,886	38.84%	
PARKS	1,624,723	80,624	719,114	44.26%	
RECREATION	207,350	1,616	2,781	1.34%	J
LIBRARY	1,217,952	84,670	584,052	47.95%	
COMBINED SERVICES	5,001,071	178,261	3,001,659	60.02%	
TOTAL EXPENDITURES	25,703,117	1,434,612	13,410,180	52.17%	
REVENUES OVER/(UNDER) EXPENDITURES	693,373	-744,838	6,117,468	29.20%	

A. Property Tax Collections for FY10-11 as of April 30 are 99.03%, in comparison to FY09-10 for the same time period 97.26%.

B. Franchise Fees: The majority of franchise fees are recognized in the third and fourth quarter with electric fees making up the majority.

C. Licenses and Permits: Are recognized periodically, but we have seen an increase in plumbing, electrical and mechanical permits. New Dwelling Permits are on track to meet projected revenue.

D. Service Fees: Trash fees are on track to meet projected revenue with the remaining fees coming from WAVE and other seasonal fees.

E. Fines and Forfeitures: Municipal Court Fines are down slightly. With the addition of bailiff/warrant officer, these revenues are projected to rise.

F. Interest Income: In relation to the last 12 months the current interest is in line with projections.

G. Other Financing Sources consist of the Utility Fund transfer and WEDC transfer for services rendered. The transfer increase is due to the scheduled closing of the Fleet Fund.

H. Use of Fund Balance: to supplement the Emergency Communications Tower, Debt Service, Streets and Alleys, and Municipal Complex Equipment.

I. With new Municipal Complex coming online, overtime associated plus equipment purchases that were originally budgeted for in FY 2011.

J. The majority of Recreation expenses come in the third and forth quarter that are associated with WAVE.

CITY OF WYLIE

MONTHLY FINANCIAL REPORT

April 30, 2011

ACCOUNT DESCRIPTION	ANNUAL BUDGET 2010-2011	CURRENT MONTH ACTUAL 2010-2011	YTD ACTUAL 2010-2011	YTD ACTUAL AS A PERCENT OF BUDGET	Benchmark 58.33%
UTILITY FUND REVENUES SUMMARY					
SERVICE FEES	9,714,000	801,290	4,670,388	48.08%	
INTEREST INCOME	30,000	1,150	12,630	42.10%	
MISCELLANEOUS INCOME	35,000	3,120	26,769	76.48%	
OTHER FINANCING SOURCES	1,500,000	0	1,843,175	122.88%	K
TOTAL REVENUES	11,279,000	805,560	6,552,962	58.10%	
UTILITY FUND EXPENDITURE SUMMARY					
UTILITY ADMINISTRATION	334,430	15,146	191,006	57.11%	
UTILITIES - WATER	1,035,708	66,800	470,773	45.45%	
CITY ENGINEER	428,087	25,476	209,954	49.04%	
UTILITIES - SEWER	629,347	30,966	278,433	44.24%	
UTILITY BILLING	610,437	32,724	284,297	46.57%	
COMBINED SERVICES	9,808,495	476,096	5,660,111	57.71%	
TOTAL EXPENDITURES	12,846,504	647,208	7,094,574	55.23%	
REVENUES OVER/(UNDER) EXPENDITURES	-1,567,504	158,352	-541,612	2.87%	
K. Other financing sources consist of a transfer from the Impact Fund into Utility Fund, as well as a transfer from the scheduled closing of the Fleet Fund.					



Wylie City Council

AGENDA REPORT

Meeting Date: May 24, 2011
Department: Finance
Prepared By: Finance
Date Prepared: May 13, 2011

Item Number: C.
(City Secretary's Use Only)
Account Code: _____
Budgeted Amount: _____
Exhibits: Investment Report

Subject

Consider, and place on file, the City of Wylie Monthly Investment Report for April 30, 2011.

Recommendation

Motion to accept and place on file, the City of Wylie Monthly Investment Report for April 30, 2011.

Discussion

The Finance Department has prepared the attached reports for the City Council as required by the City Charter.

Approved By

Department Director
City Manager

Initial
LB

mm

Date

05/13/11

5/19/11

City Of Wylie

2010-2011 Investment Report

April 30, 2011

Money Market Accounts:

Certificates of Deposit:

Treasury Bills:

Treasury Notes:

Government Agency Notes:

MMA
CCD
T-Bills
T-Notes
AN

Invest. Number	Principal Amount	Type Of Security	Interest Rate	Issuer	Purchase Date	Maturity Date
1	\$51,784,289.26	MMA	0.1122%	Texpool	12/31/2006	NA
2	\$15,002,353.95	MMA	0.1108%	TexStar	3/15/2011	NA
	\$66,786,643.21					

Total

Weighted Average Coupon:

Weighted Average Maturity (Days):

0.11%
1.00

Money Markets:

Certificates of Deposits:

\$66,786,643.21
\$0.00
\$66,786,643.21



Wylie City Council

AGENDA REPORT

Meeting Date: 5-24-11
Department: WEDC
Prepared By: Sam Satterwhite
Date Prepared: 5-11-11

Item Number: D.
(City Secretary's Use Only)
Account Code: _____
Budgeted Amount: _____
Exhibits: 1

Subject

Consider, and place on file, the Monthly Revenue and Expense Report for the Wylie Economic Development Corporation as of April 30, 2011.

Recommendation

Accept, and place on file, the monthly Revenue and Expense Report for the Wylie Economic Development Corporation as of April 30, 2011.

Discussion

The Wylie Economic Development Corporation (WEDC) Board of Directors approved the attached financials on May 20, 2011.

Approved By

Department Director
City Manager

Initial
SS

mm

Date

5-11-11

5/19/11

BALANCE SHEET

AS OF: APRIL 30TH, 2011

111-WYLIE ECONOMIC DEVEL CORP

ACCOUNT# TITLE

ASSETS

1000-10110	CLAIM ON CASH AND CASH EQUIV.	912,352.47
1000-10115	CASH - WEDC - INWOOD	0.00
1000-10135	INWOOD BANK - ESCROW	0.00
1000-10180	DEPOSITS	2,000.00
1000-10198	OTHER - MISC CLEARING	295.26
1000-10341	TEXPOOL	0.00
1000-10343	LOGIC	0.00
1000-10481	INTEREST RECEIVABLE	0.00
1000-11511	ACCTS REC - MISC	0.00
1000-11517	ACCTS REC - SALES TAX	0.00
1000-12996	LOAN REC - JACOBY	0.00
1000-12997	ACCTS REC - JTM TECH	0.00
1000-12998	ACCTS REC - SAVAGE	301,030.72
1000-14112	INVENTORY - MATERIAL/ SUPPLY	0.00
1000-14116	INVENTORY - LAND	3,062,109.82
1000-14118	INVENTORY - BAYCO/ SANDEN BLVD	0.00
1000-14310	PREPAID EXPENSES - MISC	0.00
1000-14410	DEFERRED CHARGES	669,332.80
		4,947,121.07

TOTAL ASSETS

4,947,121.07

LIABILITIES

2000-20110	FEDERAL INCOME TAX PAYABLE	0.00
2000-20111	MEDICARE PAYABLE	0.00
2000-20112	CHILD SUPPORT PAYABLE	0.00
2000-20113	CREDIT UNION PAYABLE	0.00
2000-20114	IRS LEVY PAYABLE	0.00
2000-20115	NATIONWIDE DEFERRED COMP	0.00
2000-20116	HEALTH INSUR PAY-EMPLOYEE	0.07
2000-20117	TMRs PAYABLE	0.00
2000-20118	ROTH IRA PAYABLE	0.00
2000-20119	WORKERS COMP PAYABLE	0.00
2000-20120	FICA PAYABLE	0.00
2000-20121	TEC PAYABLE	0.00
2000-20122	STUDENT LOAN LEVY PAYABLE	0.00
2000-20123	ALIMONY PAYABLE	0.00
2000-20124	BANKRUPTCY PAYABLE	0.00
2000-20125	VALIC DEFERRED COMP	0.00
2000-20126	ICMA PAYABLE	0.00
2000-20130	FLEXIBLE SPENDING ACCOUNT	2,999.92
2000-20151	ACCRUED WAGES PAYABLE	0.00
2000-20180	ADDIT EMPLOYEE INSUR PAY	0.00
2000-20199	MISC PAYROLL PAYABLE	0.00
2000-20201	AP PENDING	2,772.66
2000-20210	ACCOUNTS PAYABLE	295.26
2000-20530	PROPERTY TAXES PAYABLE	0.00
2000-20540	NOTES PAYABLE	669,332.80
2000-20810	DUE TO GENERAL FUND	0.00

BALANCE SHEET

AS OF: APRIL 30TH, 2011

111-WYLIE ECONOMIC DEVEL CORP

ACCOUNT#	TITLE	
2000-22270	DEFERRED REVENUE	202,113.52
2000-22915	RENTAL DEPOSITS	1,800.00
	TOTAL LIABILITIES	879,314.23
EQUITY		
=====		
3000-34590	FUND BALANCE-UNRESERV/UNDESIG	3,877,296.71
	TOTAL BEGINNING EQUITY	3,877,296.71
	TOTAL REVENUE	2,901,996.99
	TOTAL EXPENSES	2,711,486.86
	REVENUE OVER/(UNDER) EXPENSES	190,510.13
	TOTAL EQUITY & OVER/(UNDER)	4,067,806.84
	TOTAL LIABILITIES, EQUITY & OVER/(UNDER)	4,947,121.07
		=====

BALANCE SHEET

AS OF: APRIL 30TH, 2011

922-GEN LONG TERM DEBT (WEDC)

ACCOUNT#	TITLE		
ASSETS			
=====			
1000-10312	GOVERNMENT NOTES	0.00	
1000-18110	LOAN - WEDC	0.00	
1000-18120	LOAN - BIRMINGHAM	0.00	
1000-18210	AMOUNT TO BE PROVIDED	0.00	
1000-18220	BIRMINGHAM LOAN	0.00	
			0.00
			=====
	TOTAL ASSETS		0.00
			=====
LIABILITIES			
=====			
2000-20310	COMPENSATED ABSENCES PAYABLE	36,069.88	
2000-20311	COMP ABSENCES PAYABLE-CURRENT	2,830.57	
2000-21410	ACCRUED INTEREST PAYABLE	0.00	
2000-28205	WEDC LOANS - CURRENT	48,235.67	
2000-28220	BIRMINGHAM LOAN	0.00	
2000-28230	INWOOD LOAN	0.00	
2000-28235	ANB LOAN	374,307.55	
2000-28236	ANB CONSTRUCTION LOAN	1,646,823.00	
2000-28240	HUGHES LOAN	189,068.10	
2000-28250	CITY OF WYLIE LOAN	0.00	
2000-28260	PRIME KUTS LOAN	0.00	
2000-28270	BOWLAND/ANDERSON LOAN	0.00	
2000-28280	CAPITAL ONE CAZAD LOAN	0.00	
	TOTAL LIABILITIES	2,297,334.77	
			=====
EQUITY			
=====			
3000-34590	FUND BALANCE-UNRESERV/UNDESIG(819,451.84)	
	TOTAL BEGINNING EQUITY	(819,451.84)	
	TOTAL REVENUE	(1,646,823.00)	
	TOTAL EXPENSES	(168,940.07)	
	REVENUE OVER/ (UNDER) EXPENSES	(1,477,882.93)	
	TOTAL EQUITY & OVER/ (UNDER)	(2,297,334.77)	
			=====
	TOTAL LIABILITIES, EQUITY & OVER/ (UNDER)		0.00
			=====

REVENUE AND EXPENSE REPORT - (UNAUDITED)

AS OF: APRIL 30TH, 2011

111-WYLIE ECONOMIC DEVEL CORP
FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
TAXES	1,364,056.00	98,463.36	0.00	566,024.00	0.00	798,032.00	41.50
INTEREST INCOME	3,000.00	120.75	0.00	1,230.00	0.00	1,770.00	41.00
MISCELLANEOUS INCOME	727,050.00	6,387.00	0.00	687,919.99	0.00	39,130.01	94.62
OTHER FINANCING SOURCES	0.00	1,421,396.00	0.00	1,646,823.00	0.00	(1,646,823.00)	0.00
TOTAL REVENUES	2,094,106.00	1,526,367.11	0.00	2,901,996.99	0.00	(807,890.99)	138.58
=====							
<u>EXPENDITURE SUMMARY</u>							
DEVELOPMENT CORP-WEDC	7,666,954.00	1,528,424.69	0.00	2,711,486.86	1,466.78	4,954,000.36	35.39
TOTAL EXPENDITURES	7,666,954.00	1,528,424.69	0.00	2,711,486.86	1,466.78	4,954,000.36	35.39
=====							
REVENUE OVER/ (UNDER) EXPENDITURES	(5,572,848.00)	(2,057.58)	0.00	190,510.13	(1,466.78)	(5,761,891.35)	3.39-

REVENUE AND EXPENSE REPORT - (UNAUDITED)

AS OF: APRIL 30TH, 2011

111-WYLIE ECONOMIC DEVEL CORP

REVENUES

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>TAXES</u>							
4000-40210 SALES TAX	1,364,056.00	98,463.36	0.00	566,024.00	0.00	798,032.00	41.50
TOTAL TAXES	1,364,056.00	98,463.36	0.00	566,024.00	0.00	798,032.00	41.50
<u>INTEREST INCOME</u>							
4000-46050 CERTIFICATE OF DEPOSIT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4000-46110 ALLOCATED INTEREST EARNINGS	3,000.00	120.75	0.00	1,230.00	0.00	1,770.00	41.00
4000-46140 TEXPOOL INTEREST	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4000-46143 LOGIC INTEREST	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4000-46210 BANK MONEY MARKET INTEREST	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL INTEREST INCOME	3,000.00	120.75	0.00	1,230.00	0.00	1,770.00	41.00
<u>MISCELLANEOUS INCOME</u>							
4000-48110 RENTAL INCOME	87,800.00	6,300.00	0.00	47,500.00	0.00	40,300.00	54.10
4000-48310 RECOVERY - PRIOR YEAR EXPEN	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4000-48410 MISCELLANEOUS INCOME	639,250.00	87.00	0.00	640,419.99	0.00	(1,169.99)	100.18
4000-48430 GAIN/LOSS SALE OF CAP ASSET	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL MISCELLANEOUS INCOME	727,050.00	6,387.00	0.00	687,919.99	0.00	39,130.01	94.62
<u>OTHER FINANCING SOURCES</u>							
4000-49160 TRANSFER FROM GENERAL FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4000-49325 BANK NOTE PROCEEDS	0.00	1,421,396.00	0.00	1,646,823.00	0.00	(1,646,823.00)	0.00
TOTAL OTHER FINANCING SOURCES	0.00	1,421,396.00	0.00	1,646,823.00	0.00	(1,646,823.00)	0.00
<u>TOTAL REVENUES</u>							
	2,094,106.00	1,526,367.11	0.00	2,901,996.99	0.00	(807,890.99)	138.58

REVENUE AND EXPENSE REPORT - (UNAUDITED)

AS OF: APRIL 30TH, 2011

111-WYLIE ECONOMIC DEVEL CORP
DEVELOPMENT CORP-WEDC
DEPARTMENTAL EXPENDITURES

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>PERSONNEL SERVICES</u>							
5611-51110 SALARIES	169,552.00	13,259.24	0.00	90,895.86	0.00	78,656.14	53.61
5611-51130 OVERTIME	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5611-51140 LONGEVITY PAY	960.00	0.00	0.00	964.00	0.00	4.00	100.42
5611-51145 SICK LEAVE BUYSACK	1,924.00	0.00	0.00	1,764.62	0.00	159.38	91.72
5611-51160 CERTIFICATION INCENTIVE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5611-51170 PARAMEDIC INCENTIVE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5611-51210 CAR ALLOWANCE	11,320.00	870.78	0.00	6,139.00	0.00	5,181.00	54.23
5611-51220 PHONE ALLOWANCE	3,456.00	265.84	0.00	1,874.17	0.00	1,581.83	54.23
5611-51230 CLOTHING ALLOWANCE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5611-51310 TMRS	20,792.00	1,764.94	0.00	11,866.93	0.00	8,925.07	57.07
5611-51410 HOSPITAL & LIFE INSURANCE	24,796.00	45.28	0.00	11,571.21	0.00	13,224.79	46.67
5611-51420 LONG-TERM DISABILITY	967.00	38.22	0.00	267.54	0.00	699.46	27.67
5611-51440 FICA	11,611.00	866.96	0.00	4,471.68	0.00	7,139.32	38.51
5611-51450 MEDICARE	2,716.00	202.74	0.00	1,436.07	0.00	1,279.93	52.87
5611-51470 WORKERS COMP PREMIUM	628.00	0.00	0.00	486.69	0.00	141.31	77.50
5611-51480 UNEMPLOYMENT COMP (TWC)	540.00	144.00	0.00	144.00	0.00	396.00	26.67
TOTAL PERSONNEL SERVICES	249,262.00	17,458.00	0.00	131,881.77	0.00	117,380.23	52.91
<u>SUPPLIES</u>							
5611-52010 OFFICE SUPPLIES	14,200.00	251.25	0.00	10,743.80	124.10	3,332.10	76.53
5611-52040 POSTAGE & FREIGHT	1,220.00	0.00	0.00	198.92	0.00	1,021.08	16.30
5611-52130 TOOLS/ EQUIP - UNDER \$100	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5611-52810 FOOD SUPPLIES	3,600.00	458.91	0.00	1,990.49	240.00	1,369.51	61.96
5611-52990 OTHER	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL SUPPLIES	19,020.00	710.16	0.00	12,933.21	364.10	5,722.69	69.91
<u>MATERIALS FOR MAINTENANC</u>							
5611-54630 TOOLS & EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5611-54810 COMPUTER HARD/SOFTWARE	2,000.00	375.00	0.00	1,489.73	0.00	510.27	74.49
5611-54990 OTHER	20,000.00	0.00	0.00	10,724.09	0.00	9,275.91	53.62
TOTAL MATERIALS FOR MAINTENANC	22,000.00	375.00	0.00	12,213.82	0.00	9,786.18	55.52
<u>CONTRACTUAL SERVICES</u>							
5611-56030 INCENTIVES	796,888.00	53,512.50	0.00	144,325.39	0.00	652,562.61	18.11
5611-56040 SPECIAL SERVICES	25,845.00	735.00	0.00	18,165.92	1,000.00	6,679.08	74.16
5611-56080 ADVERTISING	39,590.00	1,775.00	0.00	5,755.00	0.00	33,835.00	14.54
5611-56090 COMMUNITY DEVELOPMENT	47,915.00	500.00	0.00	20,144.88	0.00	27,770.12	42.04
5611-56110 COMMUNICATIONS	3,140.00	313.20	0.00	2,447.53	0.00	692.47	77.95
5611-56180 RENTAL	27,000.00	2,310.84	0.00	16,066.12	0.00	10,933.88	59.50
5611-56210 TRAVEL & TRAINING	40,677.00	9,032.44	0.00	12,345.22	0.00	28,331.78	30.35
5611-56250 DUES & SUBSCRIPTIONS	7,813.00	280.00	0.00	2,180.00	0.00	5,633.00	27.90
5611-56310 INSURANCE	303.00	0.00	0.00	0.00	0.00	303.00	0.00
5611-56510 AUDIT & LEGAL SERVICES	12,600.00	2,394.70	0.00	11,184.20	0.00	1,415.80	88.76
5611-56570 ENGINEERING/ARCHITECTURAL	12,500.00	0.00	0.00	7,148.00	0.00	5,352.00	57.18
5611-56610 UTILITIES-ELECTRIC	4,800.00	46.52	0.00	1,038.93	102.68	3,658.39	23.78
TOTAL CONTRACTUAL SERVICES	1,019,071.00	70,900.20	0.00	240,801.19	1,102.68	777,167.13	23.74

REVENUE AND EXPENSE REPORT - (UNAUDITED)

AS OF: APRIL 30TH, 2011

111-WYLIE ECONOMIC DEVEL CORP
DEVELOPMENT CORP-WEDC
DEPARTMENTAL EXPENDITURES

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>DEBT SERVICE & CAP. REPL</u>							
5611-57110 DEBT SERVICE-BOND DEBT	402,738.00	12,131.11	0.00	255,244.17	0.00	147,493.83	63.38
5611-57710 BAD DEBT EXPENSE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL DEBT SERVICE & CAP. REPL	402,738.00	12,131.11	0.00	255,244.17	0.00	147,493.83	63.38
<u>CAPITAL OUTLAY</u>							
5611-58110 LAND-PURCHASE PRICE	516,949.00	0.00	0.00	275,064.65	0.00	241,884.35	53.21
5611-58120 DEVELOPMENT FEES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5611-58210 STREETS & ALLEYS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5611-58810 COMPUTER HARD/SOFTWARE	500.00	0.00	0.00	0.00	0.00	500.00	0.00
5611-58830 FURNITURE & FIXTURES	10,000.00	0.00	0.00	9,332.00	0.00	668.00	93.32
5611-58910 BUILDINGS	5,422,414.00	1,426,850.22	0.00	1,994,530.70	0.00	3,427,883.30	36.78
5611-58995 CONTRA CAPITAL OUTLAY	0.00	0.00	0.00	(225,514.65)	0.00	225,514.65	0.00
TOTAL CAPITAL OUTLAY	5,949,863.00	1,426,850.22	0.00	2,053,412.70	0.00	3,896,450.30	34.51
<u>OTHER FINANCING (USES)</u>							
5611-59111 TRANSFER TO GENERAL FUND	5,000.00	0.00	0.00	5,000.00	0.00	0.00	100.00
5611-59190 TRANSFER TO THOROUGHFARE IMP	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5611-59990 PROJECT ACCOUNTING	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL OTHER FINANCING (USES)	5,000.00	0.00	0.00	5,000.00	0.00	0.00	100.00
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TOTAL DEVELOPMENT CORP-WEDC	7,666,954.00	1,528,424.69	0.00	2,711,486.86	1,466.78	4,954,000.36	35.39
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TOTAL EXPENDITURES	7,666,954.00	1,528,424.69	0.00	2,711,486.86	1,466.78	4,954,000.36	35.39
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REVENUE OVER (UNDER) EXPENDITURES	(5,572,848.00)	(2,057.58)	0.00	190,510.13	(1,466.78)	(5,761,891.35)	3.39-

*** END OF REPORT ***

FUND: 111-WYLIE ECONOMIC DEVEL CORP

DEPT: 611 DEVELOPMENT CORP-WEDC

5611-52010	OFFICE SUPPLIES								
	BEGINNING BALANCE								10,492.55
4/22/11	4/22 A20722 CHK: 048502	39288	FOLDERS, PAPER, MRKRS, TABS	000392	20150		51.10		10,543.65
4/28/11	4/28 A21109 CHK: 048567	39391	HP HOME STORE-PRINT CART	000912	8277 MAR11 HARRIS		73.60		10,617.25
4/28/11	4/28 A21109 CHK: 048567	39391	STAPLES-POST-ITS, STENO B	000912	8277 MAR11 HARRIS		56.92		10,674.17
4/28/11	4/28 A21109 CHK: 048567	39391	WALGREENS-PHOTOFINISHING	000912	8277 MAR11 HARRIS		39.96		10,714.13
4/28/11	4/28 A21124 CHK: 048567	39391	KOHL'S K-CUPS	000912	8277 MAR11 SATTERW		29.67		10,743.80
	APRIL ACTIVITY DB:	251.25	CR:	0.00			251.25		

5611-52040	POSTAGE & FREIGHT								
	BEGINNING BALANCE								198.92

5611-52130	TOOLS/ EQUIP - UNDER \$100								
	BEGINNING BALANCE								0.00

5611-52160	TOOLS/ EQUIP - \$100-\$999.99								
	BEGINNING BALANCE								0.00

5611-52810	FOOD SUPPLIES								
	BEGINNING BALANCE								1,531.58
4/14/11	4/14 A19834 CHK: 048315	39128	BUSINESS CARD EXCHG MAR1	000832	A0055879 WEDC MAR		300.00		1,831.58
4/28/11	4/28 A21109 CHK: 048567	39391	W-MART JUICE, SODA, COFFEE	000912	8277 MAR11 HARRIS		28.42		1,860.00
4/28/11	4/28 A21109 CHK: 048567	39391	MCDONALDS-BOARD MTG	000912	8277 MAR11 HARRIS		26.53		1,886.53
4/28/11	4/28 A21109 CHK: 048567	39391	CHILOSO-BOARD MTG	000912	8277 MAR11 HARRIS		80.00		1,966.53
4/28/11	4/28 A21109 CHK: 048567	39391	TOM THUMB-SODAS	000912	8277 MAR11 HARRIS		23.96		1,990.49
	APRIL ACTIVITY DB:	458.91	CR:	0.00			458.91		

5611-52990	OTHER								
	BEGINNING BALANCE								0.00

5611-54630	TOOLS & EQUIPMENT								
	BEGINNING BALANCE								0.00

FUND : 111-WYLIE ECONOMIC DEVEL CORP

PERIOD TO USE: Apr-2011 THRU Apr-2011

DEPT : 611 DEVELOPMENT CORP-WEDC

ACCOUNTS: 5611-52010 THRU 5611-59111

POST	DATE	TRAN #	REFERENCE	PACKET=====	DESCRIPTION=====	VEND	INV/JE #	NOTE	=====AMOUNT=====	=====BALANCE=====
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5611-54810 COMPUTER HARD/SOFTWARE

B E G I N N I N G B A L A N C E

1,114.73

4/02/11	4/02	A18800	CHK: 048128	38880	COMPUTER MAINTENANCE	002825	1106		375.00	1,489.73
=====				APRIL ACTIVITY	DB:	375.00	CR:	0.00	375.00	

5611-54990 OTHER

B E G I N N I N G B A L A N C E

10,724.09

5611-56030 INCENTIVES

B E G I N N I N G B A L A N C E

90,812.89

4/29/11	4/29	A21315	CHK: 048609	39408	PERMIT FEES -50% of tota	000101	042811		53,512.50	144,325.39
=====				APRIL ACTIVITY	DB:	53,512.50	CR:	0.00	53,512.50	

5611-56040 SPECIAL SERVICES

B E G I N N I N G B A L A N C E

17,430.92

4/13/11	4/13	A19763	CHK: 048300	39104	MOW COOPER BY BODY SHOP	001173	040511	COOPER/BODY	75.00	17,505.92
4/13/11	4/13	A19764	CHK: 048300	39104	MOW COOPER BY WALGREEN	001173	040511	COOPER/WALG	60.00	17,565.92
4/13/11	4/13	A19765	CHK: 048300	39104	MOWING HWY 78	001173	040511	HWY 78	100.00	17,665.92
4/13/11	4/13	A19766	CHK: 048300	39104	MOW-KCS COOPER	001173	040511	KCS/COOPER	60.00	17,725.92
4/26/11	4/26	A20847	CHK: 048522	39317	JANITORIAL SERVICE APRIL	002330	7794		145.00	17,870.92
4/27/11	4/27	A20983	CHK: 048544	39362	MOW-COOPER DR/PERRY	001173	041911	COOP DR/PER	75.00	17,945.92
4/27/11	4/27	A20984	CHK: 048544	39362	MOWING-KCS COOPER/CURVE	001173	041911	COOPER/KCS	60.00	18,005.92
4/27/11	4/27	A20985	CHK: 048544	39362	MOW-BOWLAND COOP DR/WALG	001173	041911	COOPER/WALG	60.00	18,065.92
4/27/11	4/27	A20986	CHK: 048544	39362	MOWING-HWY 78	001173	041911	HWY78/BEH	100.00	18,165.92
=====				APRIL ACTIVITY	DB:	735.00	CR:	0.00	735.00	

5611-56080 ADVERTISING

B E G I N N I N G B A L A N C E

3,980.00

4/14/11	4/14	A19971	CHK: 048334	39145	ADVERTISING	002098	EDC_JF-MA_11		275.00	4,255.00
4/26/11	4/26	A20845	CHK: 048520	39317	ADVERTISING-SCORECARD AD	000832	041511G		1,500.00	5,755.00
=====				APRIL ACTIVITY	DB:	1,775.00	CR:	0.00	1,775.00	

5611-56090 COMMUNITY DEVELOPMENT

5-18-2011 9:52 AM		D E T A I L L I S T I N G				PAGE: 3	
FUND	:	111-WYLIE ECONOMIC DEVEL CORP				PERIOD TO USE: Apr-2011 THRU Apr-2011	
DEPT	:	611 DEVELOPMENT CORP-WEDC				ACCOUNTS: 5611-52010 THRU 5611-59111	
POST	DATE	TRAN #	REFERENCE	PACKET-----DESCRIPTION-----	VEND	INV/JE #	NOTE -----AMOUNT----- -----BALANCE-----
B E G I N N I N G B A L A N C E							19,644.88
4/29/11	4/29	A21253	CHK: 048606	39401 PROMOTIONAL EXPENDIT	000384	041811 SPONSOR	500.00 20,144.88
			=====	APRIL ACTIVITY DB:	500.00	CR: 0.00	500.00

5611-56110		COMMUNICATIONS					
B E G I N N I N G B A L A N C E							2,134.33
4/13/11	4/13	A19751	CHK: 048306	39104 INTERNET SERV MAR25	000190	367756 MAR25	189.20 2,323.53
4/28/11	4/28	A21124	CHK: 048567	39391 CYTRACOM	000912	8277 MAR11 SATTERW	124.00 2,447.53
			=====	APRIL ACTIVITY DB:	313.20	CR: 0.00	313.20

5611-56180		RENTAL					
B E G I N N I N G B A L A N C E							13,755.28
4/19/11	4/19	A20362	CHK: 048447	39223 BLACK COPIES MAR13-APR12	002451	8185716	88.92 13,844.20
4/19/11	4/19	A20363	CHK: 048447	39223 COLOR COPIES MAR13-APR12	002451	8185717	221.92 14,066.12
4/22/11	4/22	A20727	CHK: 048501	39288 MAY11 RENT	003231	041211 MAY11	2,000.00 16,066.12
			=====	APRIL ACTIVITY DB:	2,310.84	CR: 0.00	2,310.84

5611-56210		TRAVEL & TRAINING					
B E G I N N I N G B A L A N C E							3,312.78
4/02/11	4/02	A18795	CHK: 048127	38880 MARCH CHAMBER LUNCH	000468	2321 WEDC	15.00 3,327.78
4/28/11	4/28	A21109	CHK: 048567	39391 CHILOSO-LEADERSHIP WYLIE	000912	8277 MAR11 HARRIS	7.04 3,334.82
4/28/11	4/28	A21124	CHK: 048567	39391 Z TEJAS-DINNER COLLIN DA	000912	8277 MAR11 SATTERW	131.36 3,466.18
4/28/11	4/28	A21124	CHK: 048567	39391 GEORGES RESTAURANT	000912	8277 MAR11 SATTERW	20.74 3,486.92
4/28/11	4/28	A21124	CHK: 048567	39391 1886 CAFE AND BAKERY	000912	8277 MAR11 SATTERW	35.23 3,522.15
4/28/11	4/28	A21124	CHK: 048567	39391 1886 CAFE AND BAKERY	000912	8277 MAR11 SATTERW	41.44 3,563.59
4/28/11	4/28	A21124	CHK: 048567	39391 THE DRISKILL HOTEL	000912	8277 MAR11 SATTERW	553.01 4,116.60
4/28/11	4/28	A21124	CHK: 048567	39391 THE DRISKILL HOTEL	000912	8277 MAR11 SATTERW	457.70 4,574.30
4/28/11	4/28	A21124	CHK: 048567	39391 YELLOW CAB OF AUSTIN	000912	8277 MAR11 SATTERW	10.35 4,584.65
4/28/11	4/28	A21124	CHK: 048567	39391 TRAVELOCITY	000912	8277 MAR11 SATTERW	1,063.72 5,648.37
4/28/11	4/28	A21124	CHK: 048567	39391 DICKEYS	000912	8277 MAR11 SATTERW	26.59 5,674.96
4/28/11	4/28	A21124	CHK: 048567	39391 THE DRISKILL HOTEL	000912	8277 MAR11 SATTERW	5.13 5,680.09
4/28/11	4/28	A21124	CHK: 048567	39391 CHILOSO	000912	8277 MAR11 SATTERW	14.07 5,694.16
4/28/11	4/28	A21124	CHK: 048567	39391 AAC NORTH BOX OFFICE	000912	8277 MAR11 SATTERW	5,375.00 11,069.16
4/28/11	4/28	A21124	CHK: 048567	39391 TRAVELOCITY	000912	8277 MAR11 SATTERW	1,136.12 12,205.28
4/28/11	4/28	A21124	CHK: 048567	39391 WOODBRIDGE GOLF CLUB	000912	8277 MAR11 SATTERW	80.00 12,285.28
4/28/11	4/28	A21124	CHK: 048567	39391 HALF SHELLS	000912	8277 MAR11 SATTERW	59.94 12,345.22
			=====	APRIL ACTIVITY DB:	9,032.44	CR: 0.00	9,032.44

FUND : 111-WYLIE ECONOMIC DEVEL CORP

PERIOD TO USE: Apr-2011 THRU Apr-2011

DEPT : 611 DEVELOPMENT CORP-WEDC

ACCOUNTS: 5611-52010 THRU 5611-59111

POST DATE TRAN # REFERENCE PACKET-----DESCRIPTION----- VEND INV/JE # NOTE -----AMOUNT-----BALANCE-----

5611-56220 PROFESSIONAL TRAINING
B E G I N N I N G B A L A N C E 0.00

5611-56250 DUES & SUBSCRIPTIONS
B E G I N N I N G B A L A N C E 1,900.00

4/14/11 4/14 A19891 CHK: 048329 39134 HARRIS DUES 001420 42 140.00 2,040.00
4/14/11 4/14 A19892 CHK: 048329 39134 SATTERWHITE DUES 001420 47 140.00 2,180.00
----- APRIL ACTIVITY DB: 280.00 CR: 0.00 280.00

5611-56310 INSURANCE
B E G I N N I N G B A L A N C E 0.00

5611-56510 AUDIT & LEGAL SERVICES
B E G I N N I N G B A L A N C E 8,789.50

4/19/11 4/19 A20345 CHK: 048439 39223 PROF SERVICES 2793-0037M 000023 6 2793-0037M 2,314.70 11,104.20
4/19/11 4/19 A20346 CHK: 048439 39223 PROF SERVICES 2793-0001M 000023 64 2793-0001M 80.00 11,184.20
----- APRIL ACTIVITY DB: 2,394.70 CR: 0.00 2,394.70

5611-56570 ENGINEERING/ARCHITECTURAL
B E G I N N I N G B A L A N C E 7,148.00

5611-56610 UTILITIES-ELECTRIC
B E G I N N I N G B A L A N C E 992.41

4/21/11 4/21 A20565 CHK: 048471 39281 WATER 003302 122-1040-00 FEB11 25.92 1,018.33
4/21/11 4/21 A20566 CHK: 048471 39281 GAS-ATMOS 003302 1717876-4 MAR28 20.60 1,038.93
----- APRIL ACTIVITY DB: 46.52 CR: 0.00 46.52

5611-57110 DEBT SERVICE-BOND DEBT
B E G I N N I N G B A L A N C E 243,113.06

4/14/11 4/19 A20322 CHK: 048436 39216 041211 PAY #6 003207 041211 PAY #6 8,454.82 251,567.88
4/19/11 4/19 A20321 CHK: 048437 39216 PAY #57 APR11 002048 PAY #57 APR11 3,676.29 255,244.17
----- APRIL ACTIVITY DB: 12,131.11 CR: 0.00 12,131.11

FUND : 111-WYLIE ECONOMIC DEVEL CORP

PERIOD TO USE: Apr-2011 THRU Apr-2011

DEPT : 611 DEVELOPMENT CORP-WEDC

ACCOUNTS: 5611-52010 THRU 5611-59111

[illegible]

5611-57710	BAD DEBT EXPENSE		
	BEGINNING BALANCE		0.00

5611-58110	LAND-PURCHASE PRICE	
	BEGINNING BALANCE	275,064.65

5611-58120	DEVELOPMENT FEES	
	BEGINNING BALANCE	0.00

5611-58210	STREETS & ALLEYS		
	BEGINNING BALANCE		0.00

5611-58810	COMPUTER HARD/SOFTWARE	
	BEGINNING BALANCE	0.00

5611-58830	FURNITURE & FIXTURES	
	BEGINNING BALANCE	9,332.00

5611-58910	BUILDINGS		
	B E G I N N I N G	B A L A N C E	567,680.48

4/07/11	4/07	A19357	CHK: 048223	38999	CONSTRUCTION MGR.	003269	003	PAY #2	4,050.00	571,730.48
4/27/11	4/27	A20950	CHK: 048532	39359	INTERIM INTEREST	003207	88082730		1,404.22	573,134.70
4/29/11	4/29	A21305	CHK: 048608	39406	PAY #2 4811	003300	PAY #2 4811		1,421,396.00	1,994,530.70
***** APRIL ACTIVITY				DB:	1,426,850.22	CR:	0.00		1,426,850.22	

5611-58995	CONTRA CAPITAL OUTLAY	
	BEGINNING BALANCE	225,514.65CR

5611-59111	TRANSFER TO GENERAL FUND		
	B E G I N N I N G	B A L A N C E	5,000.00

5-18-2011 9:02 AM

D E T A I L L I S T I N G

PAGE: 6

FUND : 111-WYLIE ECONOMIC DEVEL CORP

PERIOD TO USE: Apr-2011 THRU Apr-2011

DEPT : 611 DEVELOPMENT CORP-WEDC

ACCOUNTS: 5611-52010 THRU 5611-59111

POST	DATE	TRAN #	REFERENCE	PACKET=====DESCRIPTION=====	VEND	INV/JE #	NOTE	=====AMOUNT=====	=====BALANCE=====
------	------	--------	-----------	-----------------------------	------	----------	------	------------------	-------------------

-~~*~*~*~*~*~*~*~*

000 ERRORS IN THIS REPORT!

-~~*~*~*~*~*~*~*~*

** REPORT TOTALS **	--- DEBITS ---	--- CREDITS ---
BEGINNING BALANCES:	1,294,153.05	225,514.65CR
REPORTED ACTIVITY:	1,510,966.69	0.00
ENDING BALANCES:	2,805,119.74	225,514.65CR

FUND: 922-GEN LONG TERM DEBT (WEDC)

DEPT: 611 ** INVALID DEPT **

5611-57999 CONTRA EXPENSE - (AUDIT ONLY)

B E G I N N I N G B A L A N C E

0.00

4/30/11	5/09	B26232	06811 REVERSE 2010 YE ACCRUAL	JE# 011195	512.10CR	512.10CR
=====			APRIL ACTIVITY DB:	0.00 CR:	512.10CR	512.10CR

-~~*~*~*~*~*~*~*~*

000 ERRORS IN THIS REPORT!

-~~*~*~*~*~*~*~*~*

** REPORT TOTALS **	--- DEBITS ---	--- CREDITS ---
BEGINNING BALANCES:	0.00	0.00
REPORTED ACTIVITY:	0.00	512.10CR
ENDING BALANCES:	0.00	512.10CR

Notes Payable

Note: Principal and Interest payments vary by date of payment.

Wylie Economic Development Corporation
Balance Sheet Subledger
April 30, 2011

Inventory - Land

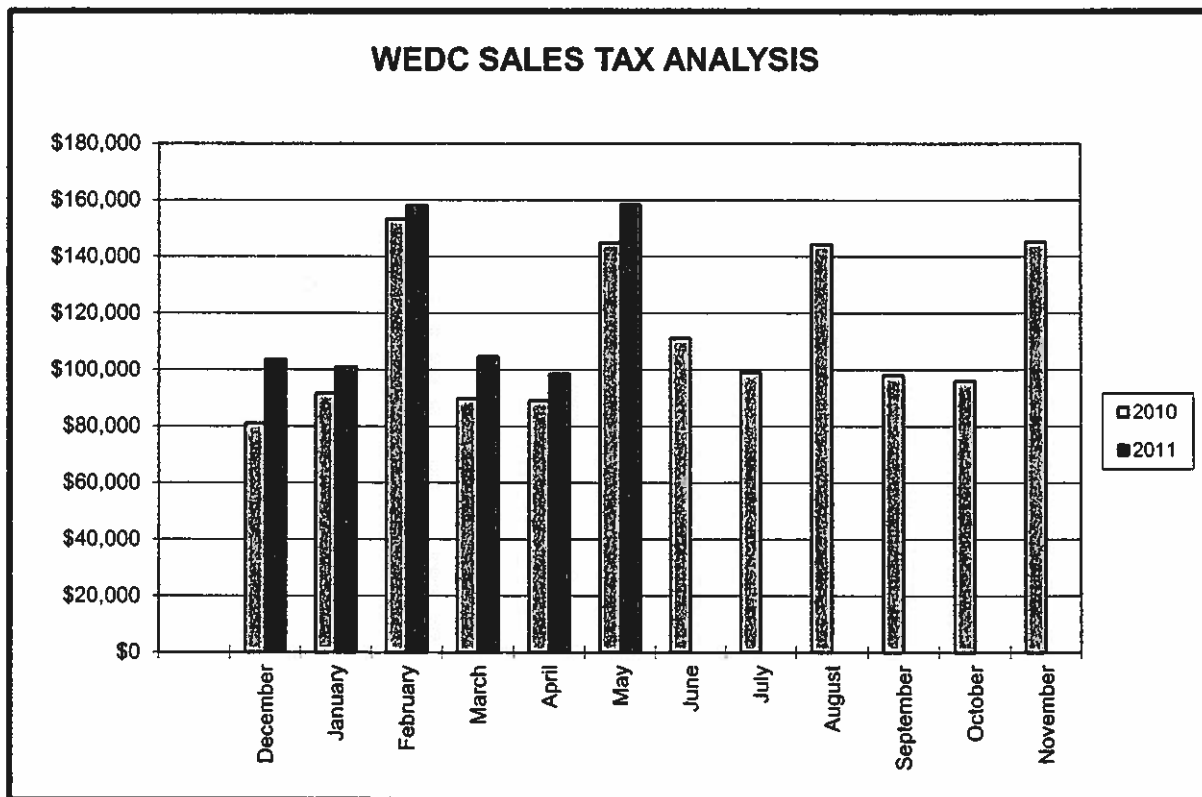
	<u>Date of Pur.</u>	<u>Address</u>	<u>Acreage</u>	<u>Improvements (sq. ft.)</u>	<u>Cost Basis</u>
McMasters	7/12/05	709 Cooper	0.48	n/a	202,045.00
Heath	12/28/05	706 Cooper	0.46	3,625	186,934.22
Perry	9/13/06	707 Cooper	0.491	n/a	200,224.00
Bowland/Anderson	10/9/07	Cooper Dr.	0.372	n/a	106,418.50
KCS	8/1/08	Cooper Dr.	0.406	n/a	60,207.87
Hughes	7/25/06	211 - 212 Industrial R.O.W.	0.74 0.18	10,000	420,361.21 41,585.26
Prime Kuts	10/8/07	207 Industrial R.O.W.	0.20 0.11	4,550 n/a	229,284.00 77,380.45
Cazad	3/17/08	210 Industrial	0.27	3,900	200,781.55
Ferrell	9/29/05	2806 F.M. 544	1.09	n/a	239,372.00
Sale of R.O.W.	2/14/07		-0.09		-20,094.48
Crossroads	6/12/09	2804 F.M. 544	0.44	4,750	171,842.02
Regency Pk.	6/4/10	25 Steel Road	0.65	n/a	25,170.77
Premier Plaza	8/26/05	Martinez Lane	25.00	n/a	639,000.00
Sale to Savage	5/28/08		-3.87		-98,917.20
SAF-Holland	12/14/10	Martinez Lane	1.33	n/a	225,514.65
Premier Industrial Park	7/12/07	Hensley	3.2	n/a	155,000.00
		Total	31.45		3,062,109.82

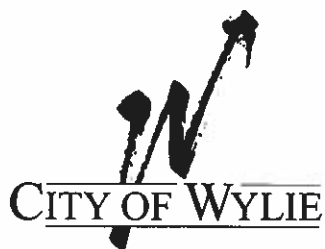
*A Journal entry was made by auditors to adjust the cost of the Hughes land by \$4,638.79. This amount was for taxes owed and therefore not part of the land value.

*Prime Kuts total purchase price was \$306,664.45. The distribution between 207 Industrial and R.O.W. purchased was developed by Seller for tax purposes.

WYLIE ECONOMIC DEVELOPMENT CORPORATION
SALES TAX REVENUE
FOR THE MONTH OF MAY 2011

MONTH	WEDC 2009	WEDC 2010	WEDC 2011	DIFF 10 VS 11	% DIFF 10 VS 11
DECEMBER	\$90,500	\$81,014	\$103,687	\$22,673	27.99%
JANUARY	101,531	91,593	100,999	9,406	10.27%
FEBRUARY	145,246	153,281	158,204	4,923	3.21%
MARCH	87,584	89,717	104,670	14,953	16.67%
APRIL	86,040	89,119	98,463	9,344	10.48%
MAY	130,966	144,953	158,379	13,427	9.26%
JUNE	94,993	111,174			
JULY	95,282	99,065			
AUGUST	117,541	144,373			
SEPTEMBER	104,015	98,102			
OCTOBER	100,312	96,010			
NOVEMBER	144,326	145,337			
Sub-Total	\$1,298,336	\$1,343,739	\$724,403	\$74,727	11.50%
AUDIT ADJ					
TOTAL	\$1,298,336	\$1,343,739	\$724,403	\$74,727	11.50%





Wylie City Council

AGENDA REPORT

Meeting Date: May 24, 2011
Department: Police Department
Prepared By: Chief John Duscio
Date Prepared: April 15, 2011

Item Number: E.
(City Secretary's Use Only)
Account Code: _____
Budgeted Amount: _____
Exhibits: _____

Subject

Consider, and act upon, a Cooperative Agreement for additional Law Enforcement Services, between the City of Wylie, Lavon Lake, Texas initiates Agreement no. W9126G-11-T-005 and the U.S. Army Corps of Engineers. This agreement is for the provisions of additional Law Enforcement Services from May 27, 2011 through September 05, 2011 for a sum not to exceed \$55,805.92

Recommendation

Motion to authorize the Mayor to enter into an agreement with the U.S. Army Corp of Engineers for the provision of additional law enforcement services from May 27, 2011 through September 05, 2011 for a sum not to exceed \$55,805.92

Discussion

Each summer the U.S Army Corp of Engineers contracts with the City of Wylie to provide police officers to patrol the lake parks which are inside the city limits. The officers patrol East Fork Park, Avalon Park, the corps office and spillway area, Lavonia Park, Motocross area, Mallard Park, Little Ridge Park, and Pebble Beach Park. The Corp of Engineers pays for all costs associated with the delivery of services including officers pay and benefits, administrative support, and mileage. The Corp also pays all costs associated with bringing in additional dispatchers on the weekend due to Lake Patrol activity.

Approved By

Department Director
City Manager

Initial
JD

Date

04-15-2011

5/19/11



REPLY TO
ATTENTION OF
Contracting Division
Services & Supply Branch

DEPARTMENT OF THE ARMY
FORT WORTH DISTRICT, CORPS OF ENGINEERS
P. O. BOX 17300
FORT WORTH, TEXAS 76102-0300

4 March 2011

SUBJECT: Contract No. W9126G-11-T-0050 "Increased Law Enforcement Services
Wylie Police Department, Texas"

Wylie Police Department
Lt. Mike Atkinson
2000 Highway 78 N
Wylie, Texas 75098

Dear Lt. Atkinson:

Enclosed is the Scope of Work and Solicitation for a new contract entitled,
"Increased Law Enforcement Wylie Police Department Texas".

Your proposal must be received NLT 25 March 2011 by 2:00 P.M. Central
Daylight Standard Time. The proposal shall be faxed to the attention of Natasha
Fukuhara at (817) 886-6403 or e-mailed to natasha.p.fukuhara@usace.army.mil. If
faxed please contact Natasha to alert her of the fax being sent.

Should technical discussions or clarifications be required, please submit those
questions in writing to the email address given. If needed this office will arrange a
conference call with the technical point of contact and/or project manager.

You are advised that this letter is not to be construed as authority to proceed with
any work or to incur any obligation chargeable to the Government. Further, in the event
of unsatisfactory fee negotiations, the Government cannot assume any obligation for
payment of any expense incurred by your firm in the presentation of your fee or
premature initiation of services.

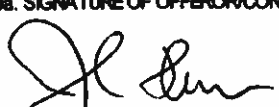
Please contact Natasha Fukuhara at (817) 886-1271 if you have any questions.

Sincerely,

June Wohlbach
Contracting Officer

Enclosures:
Scope of Work
Bid Schedule

AA9

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30				1. REQUISITION NUMBER		PAGE 1 OF 42	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER W9128G-11-T-0050	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME NATASHA P FUKUHARA		b. TELEPHONE NUMBER (No Collect Calls) 817-886-1271		6. SOLICITATION ISSUE DATE 18-Feb-2011	
9. ISSUED BY US ARMY CORPS OF ENGINEERS FORT WORTH 819 TAYLOR ST, RM 2A19 FORT WORTH TX 76102-0300		CODE W9128G		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED SET ASIDE: % FOR <input type="checkbox"/> SB <input type="checkbox"/> HUBZONE SB <input type="checkbox"/> 8(A) <input type="checkbox"/> SVC-DISABLED VET-OWNED SB <input type="checkbox"/> EMERGING SB SIZE STD: NAICS: 922120		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	
TEL: (817) 886-1239 FAX: (817) 886-6403						12. DISCOUNT TERMS	
						13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>	
						13b. RATING	
						14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFP <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO SEE SCHEDULE		CODE		16. ADMINISTERED BY		CODE	
17a. CONTRACTOR/OFFEROR TEL. FACILITY CODE		CODE		18a. PAYMENT WILL BE MADE BY		CODE	
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE						
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3, 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 COPIES <input checked="" type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . . . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR 				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) JOHN DUSCIO CHIEF OF PRICE		30c. DATE SIGNED 4-12-2011		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TEL: . . . EMAIL: . . .			

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)					PAGE 2 OF 42	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT	
	SEE SCHEDULE					
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____						
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
33. SHIP NUMBER		34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER	
38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER			42a. RECEIVED BY (Print)			
			42b. RECEIVED AT (Location)			
			42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS		

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV 3/2005) BACK
Prescribed by GSA
FAR (48 CFR) 53.212

**Contract for Increased Law Enforcement Services
Wylie Police Department
2011**

Scope of Work

1. The City of Wylie Police Department agrees to provide supplemental law enforcement services (enforcement of state criminal and civil laws and local criminal and civil laws above and beyond normal coverage) on U.S. Government Property within the city limits of Wylie at Lavon Lake. Standard surveillance will be concentrated primarily in developed park areas. Standard surveillance will include vehicular patrol of the areas listed below and other areas of government property as requested by Corps personnel (e.g. outlying areas of government property experiencing problems with off-road vehicles, etc.).

Lavon Lake: East Fork Park, Avalon Park, Spillway area, Lavon Dam, Lavonia Park, Mallard Park, Little Ridge Park, and Pebble Beach Park.

2. Wylie Police Department agrees to provide the following law enforcement services:

- a. Patrol the areas listed in paragraph one.
- b. Maintain order in the park areas.
- c. Control traffic by visual observation and other means normally utilized by the Department.
- d. Inform park users of federal, state, and local laws and regulations through personal contacts.
- e. Cite or arrest violators committing applicable offenses.
- f. Respond to calls for assistance by Corps of Engineer Park Rangers.
- g. Assist with the nightly closures at sunset of Mallard Park, Little Ridge and Pebble Beach Parks or other areas requested by Corps personnel.

3. Patrols will begin on the first scheduled day shown on the patrol schedule after receiving notice from the Contracting Officer, Fort Worth District, that this agreement has been approved.

4. Wylie Officers will adjust their patrol areas and routes to serve specific parks or other areas as requested by Corps personnel. Permanent park rangers may make temporary adjustments in patrol schedules and routes if emergency situations arise.

5. The Wylie Chief of Police (or his designee) and the Lavon Lake Manager (or his designee) will agree to and approve all permanent schedule adjustments, and in no event will the total man-hours specified in this contract be exceeded.
6. Officers will prepare a Daily Enforcement Action Log (see Appendix "A"). The log will be completed in detail and submitted to Lavon Lake Office at the end of each week. Copies of arrest reports and accident reports (for arrests and accidents occurring on government property) will be submitted or faxed to the Lavon Lake Office as soon as possible. The fax number for the Lavon Lake Office is 972/442-1109. Copies of log sheets for Wylie Police Department records will be the responsibility of the Police Department.
7. Lake patrol officers will remain in the lake area (in the parks and/or moving between parks or other areas of government property). If an emergency situation arises that makes it necessary for a deputy to leave the lake area, that officer will, if possible, contact a park ranger on duty and advise him or her of the situation. The officer will also note the time he or she left the lake area, the purpose for having to leave, and the time returned to the lake area on the Daily Law Enforcement Action Log.
8. All officers will wear the standard uniforms normally worn by Wylie Police Department personnel.
9. All patrol vehicles will have the standard insignia and markings normally used by Wylie Police Department. Patrol vehicles will also be equipped with standard law enforcement type lights, radios, and any other equipment necessary to perform the required services. Wylie Police will be responsible for all vehicle costs. This includes insurance, fuel, maintenance, and any other costs associated with the operation of each vehicle.
10. Officers will notify a Park Ranger on duty of any accidents, fatalities, missing persons, or serious crimes that occur on government property.
11. The duration of this agreement has a target start date of the 27th of May 2011 and a target end date on the 5th of Sep. 2011. Specific scheduling information is found in Appendix "B." This schedule includes a one-half hour unpaid lunch break for shifts lasting longer than four hours.
12. A patrol unit will consist of a vehicle, one certified law enforcement officer, and all the equipment necessary for the performance of the officer's duties.
13. The Wylie Police Department will provide the Lavon Lake Manager with a request for payment for reimbursable services performed each month. The request for payment will be based on the number of patrol hours involved. The request for payment must include the contract number, starting and ending dates of the billing period in question. The request for payment will be submitted no later than five calendar days after the close of the month being reported. Failure to meet the criteria mentioned above may result in

delayed payment.

14. The following individuals are designated to issue and receive requests for reimbursable law enforcement services under this agreement:

Corps of Engineers Representative

Craig K. Edmondson
Lavon Lake Manager
3375 Skyview Drive
Wylie, TX 75098
972/442-3141
Fax 972/442-1109

Wylie Police Department Representative

John Duscio
Chief of Police
2000 N. Hwy 78
Wylie, TX 75098
972/442-8171

15. An orientation for all Wylie Police Officers who plan to volunteer for this patrol shall be conducted to familiarize them with the policies and procedures of the Corps of Engineers and to familiarize Corps personnel with the function and duties of the local law enforcement-contracting agency. This orientation will be no longer than one hour and paid for under this contract at the hourly rate agree upon in this contract.

16. State and local law enforcement agencies generally have the same authority and responsibilities on U.S. Army Corps of Engineers' property as they do elsewhere in their respective jurisdictions. Therefore, requests by the Corps of Engineers for emergency law enforcement or responses by Wylie Police Department to situations occurring outside of the scope of this agreement will not be reimbursable (e.g. officers responding to a call on government property after the scheduled patrol hours, officers working a call on government property and having to stay past the scheduled patrol time, etc.).

Appendix "A"

DAILY LAW ENFORCEMENT ACTION LOG
For Reports Required Under Contract Number _____
with the U. S. Army Corps of Engineers

Contractor _____ Project _____

Officers Name(s) _____ Date _____

Period Worked on Government Property _____

Total Number of Hours _____

Number of Complaints _____

Number of Arrests and Type of Complaint: _____

[illegible]

CONTRACT FOR INCREASED LAW ENFORCEMENT SERVICES

Lavon Lake - 2011

City of Wylie Police Department

COST PROPOSAL

Labor:

Patrol Officers: 800 hrs x \$ 42.¹⁹ /hr
(avg O/T rate for officers working this contract)

Supervisor: 15 hrs x \$ 65.⁶² /hr

Clerical Support: 20 hrs x \$ 20.⁰⁰ /hr

Dispatch (weekend) 137 hrs x \$ 19.⁰⁰ /hr

FICA/Medicare: 0.0765 x \$ 39112.¹⁰

Liability Ins (Officers) .34 / hr x 800 hrs

TMRS (retirement) .1226 x \$ 39112.¹⁰

Workers Comp. .0528 x \$ 39112.¹⁰

\$ 33,752.⁰⁰

\$ 984.³⁰

\$ 402.⁰⁰

\$ 3973.⁰⁰

\$ 2992.⁰⁸

\$ 272.⁰⁰

\$ 4795.¹⁴

\$ 2065.¹²

TOTAL LABOR:

\$ 49,236.⁴⁴

Vehicle Cost:

Est. mileage 9500 x allowed cost/mile \$ 0.505 =

\$ 4797.⁵⁰

CONTRACT SUMMARY:

Labor Cost

Vehicle Cost

TOTAL SERVICES COST

\$ 49,236.⁴⁴

+ \$ 4797.⁵⁰

\$ 54,033.⁹⁴

(Reimbursable Cost per Hour: \$ 54,033.⁹⁴ / 800hr = \$ 67.⁵⁴ /hr)

PLUS one hour orientation cost
(one man-hr x 42 officers)

+ \$ 1771.⁹⁸

TOTAL CONTRACT PRICE

\$ 55,805.⁹²

Appendix "B"

May 2011						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
2	3	4	5	6	7	1/8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	27 1900-2300=4hrs 1500-2330=8hrs	28 1500-2330=8hrs 1500-2330=8hrs
29 1500-2330=8hrs 1500-2330=8hrs	30 1500-2330=8hrs 1900-2300=4hrs	31				52 hours

Appendix "B"

June 2011

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1 1900-2300=4hrs	2 1900-2300=4hrs	3 1500-2330=8hrs 1900-2300=4hrs	4 1300-2130=8hrs 1500-2330=8hrs
5 1500-2330=8hrs	6 1900-2300=4hrs	7 1900-2300=4hrs	8 1900-2300=4hrs	9 1900-2300=4hrs	10 1500-2330=8hrs 1900-2300=4hrs	11 1300-2130=8hrs 1500-2330=8hrs
12 1500-2330=8hrs	13 1900-2300=4hrs	14 1900-2300=4hrs	15 1900-2300=4hrs	16 1900-2300=4hrs	17 1500-2330=8hrs 1900-2300=4hrs	18 1300-2130=8hrs 1500-2330=8hrs
19 1500-2330=8hrs	20 1900-2300=4hrs	21 1900-2300=4hrs	22 1900-2300=4hrs	23 1900-2300=4hrs	24 1500-2330=8hrs 1900-2300=4hrs	25 1300-2130=8hrs 1500-2330=8hrs
26 1500-2330=8hrs	27 1900-2300=4hrs	28 1900-2300=4hrs	29 1900-2300=4hrs	30 1900-2300=4 hrs	84+128=212	212 Hours

Appendix "B"

July 2011						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1 1900-2300=4hrs 1500-2330=8hrs	2 1500-2330=8hrs 1500-2330=8hrs
3 1500-2330=8hrs 1500-2330=8hrs	4 1500-2330=8hrs 1500-2330=8hrs	5 1900-2300=4hrs	6 1900-2300=4hrs	7 1900-2300=4hrs	8 1900-2300=4hrs 1500-2330=8hrs	9 1500-2330=8hrs 1500-2330=8hrs
10 1500-2330=8hrs	11 1900-2300=4hrs	12 1900-2300=4hrs	13 1900-2300=4hrs	14 1900-2300=4hrs	15 1900-2300=4hrs 1500-2330=8hrs	16 1500-2330=8hrs 1500-2330=8hrs
17 1500-2330=8hrs	18 1900-2300=4hrs	19 1900-2300=4hrs	20 1900-2300=4hrs	21 1900-2300=4hrs	22 1900-2300=4hrs 1500-2330=8hrs	23 1500-2330=8hrs 1500-2330=8hrs
24/31 1500-2330=8hrs	25 1900-2300=4hrs	26 1900-2300=4hrs	27 1900-2300=4hrs	28 1900-2300=4hrs	29 1900-2300=4hrs 1500-2330=8hrs	30 1500-2330=8hrs 1500-2330=8hrs 256 hours

Appendix "B"

August 2011						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1 1900-2300=4hrs	2 1900-2300=4hrs	3 1900-2300=4hrs	4 1900-2300=4hrs	5 1900-2300=4hrs 1500-2330=8hrs	6 1500-2330=8hrs 1500-2330=8hrs
7 1500-2330=8hrs	8 1900-2300=4hrs	9 1900-2300=4hrs	10 1900-2300=4hrs	11 1900-2300=4hrs	12 1900-2300=4hrs 1500-2330=8hrs	13 1500-2330=8hrs 1500-2330=8hrs
14 1500-2330=8hrs	15 1900-2300=4hrs	16 1900-2300=4hrs	17 1900-2300=4hrs	18 1900-2300=4hrs	19 1900-2300=4hrs 1500-2330=8hrs	20 1500-2330=8hrs 1500-2330=8hrs
21 1500-2330=8hrs	22 1900-2300=4hrs	23 1900-2300=4hrs	24 1900-2300=4hrs	25 1900-2300=4hrs	26 1900-2300=4hrs 1500-2330=8hrs	27 1500-2330=8hrs 1500-2330=8hrs
28 1500-2330=8hrs	29 1900-2300=4hrs	30 1900-2300=4hrs	31 1900-2300=4hrs			220 hours

Appendix "B"

September 2011						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1 1900-2300=4hrs	2 1900-2300=4hrs 1500-2330=8hrs	3 1500-2330=8hrs 1500-2330=8hrs
4 1500-2330=8hrs 1500-2330=8hrs	5 1500-2330=8hrs 1900-2300=4hrs	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		60 hours

800 Total Hrs.

QUALITY ASSURANCE SURVEILLANCE PLAN

Contract for Increased Law Enforcement Services, Lavon Lake

WYLIE POLICE DEPARTMENT

1. Overview: This contract establishes a specific increased level of law enforcement services to be provided by Wylie Police Department to the US Army Corps of Engineers at Lavon Lake. This is a sole-source contract, since the Wylie Police Department is the only agency with the requisite authority and responsibility to provide these services.

2. Definition of Services: Increased services are defined in the contract's Scope of Work (SOW) as the contractor's provision of a dedicated officer and vehicle to patrol and enforce applicable state and local laws in accordance with their agency policy, procedures, and interpretations. Services will be performed in accordance with the schedule contained in the SOW. Contracted services are to supplement the year-round duties and activities which the contractor is responsible to perform even absent the contract.

3. Surveillance of Services: Officers providing service under this contract are required to complete and submit a Daily Enforcement Action Summary Log documenting their activities performed during their work shifts, and to turn the logs into their supervisor at the end of each shift. The completed daily enforcement action summary logs will then be submitted to the Lake Manager by the fifth day after the end of the month of service.

4. Surveillance Documentation:

a. The contractor shall provide a request for payment each month for reimbursable services performed. The request for payment shall include the number of man-hours worked during the billing period (which must correspond with the Daily Enforcement Action Logs) and the total monthly expenses. Contracting Officer's Representative (COR) will examine logs to ensure accuracy prior to authorizing payment.

b. The QA will document verification of the contractor's performance monthly for verification by the COR to the Contracting Officer. These reports will become part of the formal QA documentation. The COR will maintain a complete QA file, containing copies of all evaluations and related documentation. The COR will forward these records to the Contracting Officer at completion of the contract.

c. The services provided by the contractor are subject to inspection by the COR to ensure adherence to the terms of the Scope of Work. If the contractor fails to provide the services as specified, the Government reserves the right to terminate the contract.

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Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE
0001		1	Lump Sum	

AMOUNT

Funded Amt:

2011 Law Enforcement
See attached Bid Schedule, Scope of Work (SOW), and Quality Assurance
Surveillance Plan (QASP).

NAICS CD: 922120
FSC CD: R499

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government

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Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	N/A	N/A	N/A	N/A

Section I - Contract Clauses

CLAUSES INCORPORATED BY FULL TEXT

52.203-7 ANTI-KICKBACK PROCEDURES. (OCT 2010)

(a) Definitions.

"Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

"Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

"Prime contract," as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

"Prime Contractor," as used in this clause, means a person who has entered into a prime contract with the United States.

"Prime Contractor employee," as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

"Subcontract," as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor," as used in this clause, (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

"Subcontractor employee," as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from -

(1) Providing or attempting to provide or offering to provide any kickback;

(2) Soliciting, accepting, or attempting to accept any kickback; or

(3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

(c)(1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.

(3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

(4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that the Prime Contractor withhold, from sums owed a subcontractor under the prime contract, the amount of any kickback. The Contracting Officer may order the monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

(5) The Contractor agrees to incorporate the substance of this clause, including this subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract which exceed \$150,000.

CLAUSES INCORPORATED BY FULL TEXT

52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)

(a) Definitions. As used in this clause--

"Postconsumer material" means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material." For paper and paper products, postconsumer material means "postconsumer fiber" defined by the U.S. Environmental Protection Agency (EPA) as--

(1) Paper, paperboard, and fibrous materials from retail stores, office buildings, homes, and so forth, after they have passed through their end-usage as a consumer item, including: used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards; and used cordage; or

(2) All paper, paperboard, and fibrous materials that enter and are collected from municipal solid waste; but not

(3) Fiber derived from printers' over-runs, converters' scrap, and over-issue publications.

"Printed or copied double-sided" means printing or reproducing a document so that information is on both sides of a sheet of paper.

"Recovered material," for paper and paper products, is defined by EPA in its Comprehensive Procurement Guideline as "recovered fiber" and means the following materials:

(1) Postconsumer fiber; and

(2) Manufacturing wastes such as--

(i) Dry paper and paperboard waste generated after completion of the papermaking process (that is, those manufacturing operations up to and including the cutting and trimming of the paper machine reel into smaller rolls or rough sheets) including: envelope cuttings, bindery trimmings, and other paper and paperboard waste resulting from printing, cutting, forming, and other converting operations; bag, box, and carton manufacturing wastes; and butt rolls, mill wrappers, and rejected unused stock; and

(ii) Repulped finished paper and paperboard from obsolete inventories of paper and paperboard manufacturers, merchants, wholesalers, dealers, printers, converters, or others.

(b) In accordance with Section 101 of Executive Order 13101 of September 14, 1998, Greening the Government through Waste Prevention, Recycling, and Federal Acquisition, the Contractor is encouraged to submit paper documents, such as offers, letters, or reports, that are printed or copied double-sided on recycled paper that meet minimum content standards specified in Section 505 of Executive Order 13101, when not using electronic commerce methods to submit information or data to the Government.

(c) If the Contractor cannot purchase high-speed copier paper, offset paper, forms bond, computer printout paper, carbonless paper, file folders, white wove envelopes, writing and office paper, book paper, cotton fiber paper, and cover stock meeting the 30 percent postconsumer material standard for use in submitting paper documents to the Government, it should use paper containing no less than 20 percent postconsumer material. This lesser standard should be used only when paper meeting the 30 percent postconsumer material standard is not obtainable at a reasonable price or does not meet reasonable performance standards.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (APR 2008)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same concern.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) Via the Internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).
- (End of provision)

CLAUSES INCORPORATED BY FULL TEXT

52.204-7 CENTRAL CONTRACTOR REGISTRATION (APR 2008)

(a) Definitions. As used in this clause--

Central Contractor Registration (CCR) database means the primary Government repository for Contractor information required for the conduct of business with the Government.

Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

Registered in the CCR database means that--

- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and
 - (2) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record "Active". The Contractor will be required to provide consent for TIN validation to the Government as a part of the CCR registration process.
- (b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.
- (2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

- (1) An offeror may obtain a DUNS number--

(i) Via the Internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the

contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.215-8 ORDER OF PRECEDENCE—UNIFORM CONTRACT FORMAT (OCT 1997)

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order:

- (a) The Schedule (excluding the specifications).
- (b) Representations and other instructions.
- (c) Contract clauses.
- (d) Other documents, exhibits, and attachments.
- (e) The specifications.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)

If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice, including all relevant information, to the Contracting Officer.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.222-3 CONVICT LABOR (JUN 2003)

(a) Except as provided in paragraph (b) of this clause, the Contractor shall not employ in the performance of this contract any person undergoing a sentence of imprisonment imposed by any court of a State, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands.

(b) The Contractor is not prohibited from employing persons---

(1) On parole or probation to work at paid employment during the term of their sentence;

(2) Who have been pardoned or who have served their terms; or

(3) Confined for violation of the laws of any of the States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands who are authorized to work at paid employment in the community under the laws of such jurisdiction, if--

(i) The worker is paid or is in an approved work training program on a voluntary basis;

(ii) Representatives of local union central bodies or similar labor union organizations have been consulted;

(iii) Such paid employment will not result in the displacement of employed workers, or be applied in skills, crafts, or trades in which there is a surplus of available gainful labor in the locality, or impair existing contracts for services;

(iv) The rates of pay and other conditions of employment will not be less than those paid or provided for work of a similar nature in the locality in which the work is being performed; and

(v) The Attorney General of the United States has certified that the work-release laws or regulations of the jurisdiction involved are in conformity with the requirements of Executive Order 11755, as amended by Executive Orders 12608 and 12943.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

(a) Segregated facilities, as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.222-26 EQUAL OPPORTUNITY (MAR 2007)

(a) Definition. United States, as used in this clause, means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b)(1) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with this clause, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(2) If the Contractor is a religious corporation, association, educational institution, or society, the requirements of this clause do not apply with respect to the employment of individuals of a particular religion to perform work connected with the carrying on of the Contractor's activities (41 CFR 60-1.5).

(c) (1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.

(2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to, (i) employment, (ii) upgrading, (iii) demotion, (iv) transfer, (v) recruitment or recruitment advertising, (vi) layoff or termination, (vii) rates of pay or other forms of compensation, and (viii) selection for training, including apprenticeship.

(3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.

(8) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.

(9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.

(10) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(11) The Contractor shall take such action with respect to any subcontract or purchase order as the contracting officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(c) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

(End of clause)

52.222-35 EQUAL OPPORTUNITY FOR VETERANS (SEP 2010)

(a) Definitions. As used in this clause--

All employment openings means all positions except executive and senior management, those positions that will be filled from within the Contractor's organization, and positions lasting 3 days or less. This term includes full-time employment, temporary employment of more than 3 days duration, and part-time employment.

Armed Forces service medal veteran means any veteran who, while serving on active duty in the U.S. military, ground, naval, or air service, participated in a United States military operation for which an Armed Forces service medal was awarded pursuant to Executive Order 12985 (61 FR 1209).

Disabled veteran means--

(1) A veteran of the U.S. military, ground, naval, or air service, who is entitled to compensation (or who but for the receipt of military retired pay would be entitled to compensation) under laws administered by the Secretary of Veterans Affairs; or

(2) A person who was discharged or released from active duty because of a service-connected disability.

Executive and senior management means--

(1) Any employee--

- (i) Compensated on a salary basis at a rate of not less than \$455 per week (or \$380 per week, if employed in American Samoa by employers other than the Federal Government), exclusive of board, lodging or other facilities;**
 - (ii) Whose primary duty consists of the management of the enterprise in which the individual is employed or of a customarily recognized department or subdivision thereof;**
 - (iii) Who customarily and regularly directs the work of two or more other employees; and**
 - (iv) Who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring or firing and as to the advancement and promotion or any other change of status of other employees will be given particular weight; or**
- (2) Any employee who owns at least a bona fide 20-percent equity interest in the enterprise in which the employee is employed, regardless of whether the business is a corporate or other type of organization, and who is actively engaged in its management.**

Other protected veteran means a veteran who served on active duty in the U.S. military, ground, naval, or air service, during a war or in a campaign or expedition for which a campaign badge has been authorized under the laws administered by the Department of Defense.

Positions that will be filled from within the Contractor's organization means employment openings for which the Contractor will give no consideration to persons outside the Contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings the Contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of its organization.

Qualified disabled veteran means a disabled veteran who has the ability to perform the essential functions of the employment positions with or without reasonable accommodation.

Recently separated veteran means any veteran during the three-year period beginning on the date of such veteran's discharge or release from active duty in the U.S. military, ground, naval or air service.

(b) General.

(1) The Contractor shall not discriminate against any employee or applicant for employment because the individual is a disabled veteran, recently separated veteran, other protected veterans, or Armed Forces service medal veteran, regarding any position for which the employee or applicant for employment is qualified. The Contractor shall take affirmative action to employ, advance in employment, and otherwise treat qualified individuals, including qualified disabled veterans, without discrimination based upon their status as a disabled veteran, recently separated veteran, Armed Forces service medal veteran, and other protected veteran in all employment practices including the following:

- (i) Recruitment, advertising, and job application procedures.**
- (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring.**
- (iii) Rate of pay or any other form of compensation and changes in compensation.**
- (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists.**

(v) Leaves of absence, sick leave, or any other leave.

(vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor.

(vii) Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training.

(viii) Activities sponsored by the Contractor including social or recreational programs.

(ix) Any other term, condition, or privilege of employment.

(2) The Contractor shall comply with the rules, regulations, and relevant orders of the Secretary of Labor issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended (38 U.S.C. 4211 and 4212).

(3) The Department of Labor's regulations require contractors with 50 or more employees and a contract of \$100,000 or more to have an affirmative action program for veterans. See 41 CFR part 60-300, subpart C.

(c) Listing openings.

(1) The Contractor shall immediately list all employment openings that exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract, and including those occurring at an establishment of the Contractor other than the one where the contract is being performed, but excluding those of independently operated corporate affiliates, at an appropriate employment service delivery system where the opening occurs. Listing employment openings with the State workforce agency job bank or with the local employment service delivery system where the opening occurs shall satisfy the requirement to list jobs with the appropriate employment service delivery system.

(2) The Contractor shall make the listing of employment openings with the appropriate employment service delivery system at least concurrently with using any other recruitment source or effort and shall involve the normal obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing of employment openings does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.

(3) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State workforce agency in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State agency, it need not advise the State agency of subsequent contracts. The Contractor may advise the State agency when it is no longer bound by this contract clause.

(d) Applicability. This clause does not apply to the listing of employment openings that occur and are filled outside the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(e) Postings.

(1) The Contractor shall post employment notices in conspicuous places that are available to employees and applicants for employment.

(2) The employment notices shall—

(i) State the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are disabled veterans, recently separated veterans, Armed Forces service medal veterans, and other protected veterans; and

(ii) Be in a form prescribed by the Director, Office of Federal Contract Compliance Programs, and provided by or through the Contracting Officer.

(3) The Contractor shall ensure that applicants or employees who are disabled veterans are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled veteran, or may lower the posted notice so that it can be read by a person in a wheelchair).

(4) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement, or other contract understanding, that the Contractor is bound by the terms of the Act and is committed to take affirmative action to employ, and advance in employment, qualified disabled veterans, recently separated veterans, other protected veterans, and Armed Forces service medal veterans.

(f) Noncompliance. If the Contractor does not comply with the requirements of this clause, the Government may take appropriate actions under the rules, regulations, and relevant orders of the Secretary of Labor. This includes implementing any sanctions imposed on a contractor by the Department of Labor for violations of this clause (52.222-35, Equal Opportunity for Veterans). These sanctions (see 41 CFR 60-300.66) may include--

(1) Withholding progress payments;

(2) Termination or suspension of the contract; or

(3) Debarment of the contractor.

(g) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts of \$100,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance.

(End of clause)

52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (OCT 2010)

(a) General. (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against any employee or applicant because of physical or mental disability. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment practices such as--

(i) Recruitment, advertising, and job application procedures;

(ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff, and rehiring;

(iii) Rates of pay or any other form of compensation and changes in compensation;

- (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- (v) Leaves of absence, sick leave, or any other leave;
- (vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;
- (vii) Selection and financial support for training, including apprenticeships, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
- (viii) Activities sponsored by the Contractor, including social or recreational programs; and
- (ix) Any other term, condition, or privilege of employment.

(2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 U.S.C. 793) (the Act), as amended.

(b) Postings. (1) The Contractor agrees to post employment notices stating--

(i) The Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified individuals with disabilities; and

(ii) The rights of applicants and employees.

(2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. The Contractor shall ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair). The notices shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance of the U.S. Department of Labor (Deputy Assistant Secretary) and shall be provided by or through the Contracting Officer.

(3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ, and advance in employment, qualified individuals with physical or mental disabilities.

(c) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

(d) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

(End of clause)

52.222-37 EMPLOYMENT REPORTS ON VETERANS (SEP 2010)

(a) Definitions. As used in this clause, "Armed Forces service medal veteran," "disabled veteran," "other protected veteran," and "recently separated veteran," have the meanings given in the Equal Opportunity for Veterans clause 52.222-35.

(b) Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on--

(1) The total number of employees in the contractor's workforce, by job category and hiring location, who are disabled veterans, other protected veterans, Armed Forces service medal veterans, and recently separated veterans;

(2) The total number of new employees hired during the period covered by the report, and of the total, the number of disabled veterans, other protected veterans, Armed Forces service medal veterans, and recently separated veterans; and

(3) The maximum number and minimum number of employees of the Contractor or subcontractor at each hiring location during the period covered by the report.

(c) The Contractor shall report the above items by completing the Form VETS-100A, entitled "Federal Contractor Veterans' Employment Report (VETS-100A Report)."

(d) The Contractor shall submit VETS-100A Reports no later than September 30 of each year.

(e) The employment activity report required by paragraphs (b)(2) and (b)(3) of this clause shall reflect total new hires, and maximum and minimum number of employees, during the most recent 12-month period preceding the ending date selected for the report. Contractors may select an ending date--

(1) As of the end of any pay period between July 1 and August 31 of the year the report is due; or

(2) As of December 31, if the Contractor has prior written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(f) The number of veterans reported must be based on data known to the contractor when completing the VETS-100A. The contractor's knowledge of veterans status may be obtained in a variety of ways, including an invitation to applicants to self-identify (in accordance with 41 CFR 60-300.42), voluntary self-disclosure by employees, or actual knowledge of veteran status by the contractor. This paragraph does not relieve an employer of liability for discrimination under 38 U.S.C. 4212.

(g) The Contractor shall insert the terms of this clause in subcontracts of \$100,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.222-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (SEP 2010)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Veterans), it has submitted the most recent VETS-100A Report required by that clause.

(End of provision)

52.222-41 SERVICE CONTRACT ACT OF 1965 (NOV 2007)

(a) Definitions. As used in this clause—

"Act," means the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

"Contractor," when this clause is used in any subcontract, shall be deemed to refer to the subcontractor, except in the term "Government Prime Contractor."

"Service employee," means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all such persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

(b) Applicability. This contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 356, as interpreted in Subpart C of 29 CFR Part 4.

(c) Compensation. (1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.

(2)(i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee which is not listed therein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this paragraph (c).

(ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request For Authorization of Additional Classification and Rate, to the Contracting Officer no later than 30 days after the unlisted class of employee performs any contract work. The Contracting Officer shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the Contracting Officer within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.

(iv)(A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay

relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a contract modification, an exercise of an option, or extension of an existing contract, or in any other case where a Contractor succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to the conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the Contracting Officer of the action taken but the other procedures in subdivision (c)(2)(ii) of this clause need not be followed.

(C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

(v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.

(vi) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class or classes of employees commenced contract work.

(3) Adjustment of Compensation. If the term of this contract is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract shall be subject to adjustment after 1 year and not less often than once every 2 years, under wage determinations issued by the Wage and Hour Division.

(d) Obligation to Furnish Fringe Benefits. The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments, only in accordance with Subpart D of 29 CFR Part 4.

(e) Minimum Wage. In the absence of a minimum wage attachment for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for payment of a higher wage to any employee.

(f) Successor Contracts. If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreement, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No Contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR 4.10 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a

character similar in the locality, or determines, as provided in 29 CFR 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Administrative Review Board, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

(g) Notification to Employees. The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.

(h) Safe and Sanitary Working Conditions. The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary, hazardous, or dangerous to the health or safety of the service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

(i) Records. (1) The Contractor and each subcontractor performing work subject to the Act shall make and maintain for 3 years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:

(i) For each employee subject to the Act--

(A) Name and address and social security number;

(B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation;

(C) Daily and weekly hours worked by each employee; and

(D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.

(ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (c) of this clause. A copy of the report required by subdivision (c)(2)(ii) of this clause will fulfill this requirement.

(iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.

(2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the Contracting

Officer, upon direction of the Department of Labor and notification to the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.

(4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(j) Pay Periods. The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.

(k) Withholding of Payments and Termination of Contract. The Contracting Officer shall withhold or cause to be withheld from the Government Prime Contractor under this or any other Government contract with the Prime Contractor such sums as an appropriate official of the Department of Labor requests or such sums as the Contracting Officer decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the Contracting Officer may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.

(l) Subcontracts. The Contractor agrees to insert this clause in all subcontracts subject to the Act.

(m) Collective Bargaining Agreements Applicable to Service Employees. If wages to be paid or fringe benefits to be furnished any service employees employed by the Government Prime Contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Government Prime Contractor shall report such fact to the Contracting Officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance such agreements shall be reported promptly after negotiation thereof.

(n) Seniority List. Not less than 10 days prior to completion of any contract being performed at a Federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a Contractor (predecessor) or successor (29 CFR 4.173), the incumbent Prime Contractor shall furnish the Contracting Officer a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor Contractors of each such service employee. The Contracting Officer shall turn over such list to the successor Contractor at the commencement of the succeeding contract.

(o) Rulings and Interpretations. Rulings and interpretations of the Act are contained in Regulations, 29 CFR Part 4.

(p) Contractor's Certification. (1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under section 5 of the Act.

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under section 5 of the Act.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(q) Variations, Tolerances, and Exemptions Involving Employment. Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business:

(1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of the Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524, and 525).

(2) The Administrator will issue certificates under the Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).

(3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.

(r) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Office of Apprenticeship Training, Employer, and Labor Services (OATELS), U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.

(s) Tips. An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with section 3(m) of the Fair Labor Standards Act and Regulations, 29 CFR Part 531. However, the amount of credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision--

(1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;

(2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);

(3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit; and

(4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.

Disputes Concerning Labor Standards. The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(End of clause)

52.222-50 COMBATING TRAFFICKING IN PERSONS (FEB 2009)

(a) Definitions. As used in this clause--

Coercion means--

- (1) Threats of serious harm to or physical restraint against any person;
- (2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or
- (3) The abuse or threatened abuse of the legal process.

Commercial sex act means any sex act on account of which anything of value is given to or received by any person.

Debt bondage means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

Employee means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

Forced Labor means knowingly providing or obtaining the labor or services of a person--

- (1) By threats of serious harm to, or physical restraint against, that person or another person;
- (2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or
- (3) By means of the abuse or threatened abuse of law or the legal process.

Involuntary servitude includes a condition of servitude induced by means of--

- (1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or
- (2) The abuse or threatened abuse of the legal process.

Severe forms of trafficking in persons means--

(1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or

(2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

Sex trafficking means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

(b) Policy. The United States Government has adopted a zero tolerance policy regarding trafficking in persons. Contractors and contractor employees shall not--

(1) Engage in severe forms of trafficking in persons during the period of performance of the contract;

(2) Procure commercial sex acts during the period of performance of the contract; or

(3) Use forced labor in the performance of the contract.

(c) Contractor requirements. The Contractor shall--

(1) Notify its employees of--

(i) The United States Government's zero tolerance policy described in paragraph (b) of this clause; and

(ii) The actions that will be taken against employees for violations of this policy. Such actions may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and

(2) Take appropriate action, up to and including termination, against employees or subcontractors that violate the policy in paragraph (b) of this clause.

(d) Notification. The Contractor shall inform the Contracting Officer immediately of--

(1) Any information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, or subcontractor employee has engaged in conduct that violates this policy; and

(2) Any actions taken against Contractor employees, subcontractors, or subcontractor employees pursuant to this clause.

(e) Remedies. In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), or (f) of this clause may result in --

(1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;

(2) Requiring the Contractor to terminate a subcontract;

(3) Suspension of contract payments;

(4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;

(5) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or

(6) Suspension or debarment.

(f) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts.

(g) Mitigating Factor. The Contracting Officer may consider whether the Contractor had a Trafficking in Persons awareness program at the time of the violation as a mitigating factor when determining remedies. Additional information about Trafficking in Persons and examples of awareness programs can be found at the website for the Department of State's Office to Monitor and Combat Trafficking in Persons at <http://www.state.gov/g/tip>.

(End of clause)

52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)

(a) "Hazardous material", as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material	Identification No.
(If none, insert "None")	

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with

hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to:

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of clause)

52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003)

(a) Definitions. As used in this clause--

Priority chemical means a chemical identified by the Interagency Environmental Leadership Workgroup or, alternatively, by an agency pursuant to section 503 of Executive Order 13148 of April 21, 2000, Greening the Government through Leadership in Environmental Management.

"Toxic chemical means a chemical or chemical category listed in 40 CFR 372.65."

(b) Executive Order 13148 requires Federal facilities to comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11001-11050) and the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13101-13109).

(c) The Contractor shall provide all information needed by the Federal facility to comply with the following:

(1) The emergency planning reporting requirements of section 302 of EPCRA.

(2) The emergency notice requirements of section 304 of EPCRA.

(3) The list of Material Safety Data Sheets, required by section 311 of EPCRA.

(4) The emergency and hazardous chemical inventory forms of section 312 of EPCRA.

(5) The toxic chemical release inventory of section 313 of EPCRA, which includes the reduction and recycling information required by section 6607 of PPA.

(6) The toxic chemical, priority chemical, and hazardous substance release and use reduction goals of sections 502 and 503 of Executive Order 13148.

(End of clause)

52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)

(a) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.

(b) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from Burma or North Korea, into the United States or its outlying areas. Lists of entities and individuals subject to economic sanctions are included in OFAC's List of Specially Designated Nationals and Blocked Persons at [TerList1.html](http://terlist1.html). More information about these restrictions, as well as updates, is available in the OFAC's regulations at 31 CFR chapter V and/or on OFAC's Web site at <http://www.treas.gov/offices/enforcement/ofac/>.

(c) The Contractor shall insert this clause, including this paragraph (c), in all subcontracts.

(End of clause)

52.229-3 FEDERAL, STATE, AND LOCAL TAXES (APR 2003)

(a) As used in this clause--

"Contract date" means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of this contract or modification.

"All applicable Federal, State, and local taxes and duties" means all taxes and duties, in effect on the contract date, that the taxing authority is imposing and collecting on the transactions or property covered by this contract.

"After-imposed Federal tax" means any new or increased Federal excise tax or duty, or tax that was exempted or excluded on the contract date but whose exemption was later revoked or reduced during the contract period, on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date. It does not include social security tax or other employment taxes.

"After-relieved Federal tax" means any amount of Federal excise tax or duty, except social security or other employment taxes, that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date.

Local taxes includes taxes imposed by a possession or territory of the United States, Puerto Rico, or the Northern Mariana Islands, if the contract is performed wholly or partly in any of those areas.

(b) The contract price includes all applicable Federal, State, and local taxes and duties.

(c) The contract price shall be increased by the amount of any after-imposed Federal tax, provided the Contractor warrants in writing that no amount for such newly imposed Federal excise tax or duty or rate increase was included in the contract price, as a contingency reserve or otherwise.

- (d) The contract price shall be decreased by the amount of any after-relieved Federal tax.
 - (e) The contract price shall be decreased by the amount of any Federal excise tax or duty, except social security or other employment taxes, that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer.
 - (f) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.
 - (g) The Contractor shall promptly notify the Contracting Officer of all matters relating to any Federal excise tax or duty that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs.
 - (h) The Government shall, without liability, furnish evidence appropriate to establish exemption from any Federal, State, or local tax when the Contractor requests such evidence and a reasonable basis exists to sustain the exemption.
- (End of clause)

52.232-1 PAYMENTS (APR 1984)

The Government shall pay the Contractor, upon the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified in this contract, payment shall be made on partial deliveries accepted by the Government if--

- (a) The amount due on the deliveries warrants it; or
- (b) The Contractor requests it and the amount due on the deliveries is at least \$1,000 or 50 percent of the total contract price.

(End of clause)

52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)

- (a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a discount for prompt payment in conjunction with the offer, offerors awarded contracts may include discounts for prompt payment on individual invoices.
- (b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the agency annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day.

(End of clause)

52.232-9 LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)

If more than one clause or Schedule term of this contract authorizes the temporary withholding of amounts otherwise payable to the Contractor for supplies delivered or services performed, the total of the amounts withheld at any one time shall not exceed the greatest amount that may be withheld under any one clause or Schedule term at that time; provided, that this limitation shall not apply to--

- (a) Withholdings pursuant to any clause relating to wages or hours of employees;
- (b) Withholdings not specifically provided for by this contract;
- (c) The recovery of overpayments; and
- (d) Any other withholding for which the Contracting Officer determines that this limitation is inappropriate.

(End of clause)

52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)

(a) The Contractor, under the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 (hereafter referred to as "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.

(b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.

(c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

(End of clause)

52.233-1 DISPUTES. (JUL 2002)

(a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613).

(b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) Claim, as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract

terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d)(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2)(i) The contractors shall provide the certification specified in subparagraph (d)(2)(iii) of this clause when submitting any claim exceeding \$100,000.

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor.

(3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the request.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in (FAR) 48 CFR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

(End of clause)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from _____ (Contracting Officer designate the official or location where a protest may be served on the Contracting Officer.)

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

United States law will apply to resolve any claim of breach of this contract.

(End of clause)

52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

(End of clause)

52.242-15 STOP-WORK ORDER (AUG 1989)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
 - (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
 - (c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
 - (d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.
- (End of clause)

52.243-1 CHANGES--FIXED-PRICE (AUG 1987)

- (a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:
- (1) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government in accordance with the drawings, designs, or specifications.
 - (2) Method of shipment or packing.
 - (3) Place of delivery.
- (b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.
- (c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.
- (d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.
- (e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
- (End of clause)

52.246-4 INSPECTION OF SERVICES--FIXED-PRICE (AUG 1996)

- (a) Definitions. "Services," as used in this clause, includes services performed, workmanship, and material furnished

or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.

(End of clause)

52.246-25 LIMITATION OF LIABILITY--SERVICES (FEB 1997)

(a) Except as provided in paragraphs (b) and (c) below, and except to the extent that the Contractor is expressly responsible under this contract for deficiencies in the services required to be performed under it (including any materials furnished in conjunction with those services), the Contractor shall not be liable for loss of or damage to property of the Government that (1) occurs after Government acceptance of services performed under this contract, and (2) results from any defects or deficiencies in the services performed or materials furnished.

(b) The limitation of liability under paragraph (a) above shall not apply when a defect or deficiency in, or the Government's acceptance of, services performed or materials furnished results from willful misconduct or lack of good faith on the part of any of the Contractor's managerial personnel. The term "Contractor's managerial personnel," as used in this clause, means the Contractor's directors, officers, and any of the Contractor's managers, superintendents, or equivalent representatives who have supervision or direction of--

(1) All or substantially all of the Contractor's business;

(2) All or substantially all of the Contractor's operations at any one plant, laboratory, or separate location at which the contract is being performed; or

(3) A separate and complete major industrial operation connected with the performance of this contract.

(c) If the Contractor carries insurance, or has established a reserve for self-insurance, covering liability for loss or damage suffered by the Government through the Contractor's performance of services or furnishing of materials

under this contract, the Contractor shall be liable to the Government, to the extent of such insurance or reserve, for loss of or damage to property of the Government occurring after Government acceptance of, and resulting from any defects and deficiencies in, services performed or materials furnished under this contract.

(End of clause)

52.249-4 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM)
(APR 1984)

The Contracting Officer, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Government shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

(End of clause)

52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)

(a)(1) The Government may, subject to paragraphs (c) and (d) of this clause, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to--

- (i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;
- (ii) Make progress, so as to endanger performance of this contract (but see subparagraph (a)(2) of this clause); or
- (iii) Perform any of the other provisions of this contract (but see subparagraph (a)(2) below).

(2) The Government's right to terminate this contract under subdivisions (a)(1)(ii) and (1)(iii) of this clause, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Contracting Officer) after receipt of the notice from the Contracting Officer specifying the failure.

(b) If the Government terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Contracting Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the Government for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

(c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

(d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

(e) If this contract is terminated for default, the Government may require the Contractor to transfer title and deliver to the Government, as directed by the Contracting Officer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Contracting Officer, the Contractor shall also protect and preserve property in its possession in which the Government has an interest.

(f) The Government shall pay contract price for completed supplies delivered and accepted. The Contractor and Contracting Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The Government may withhold from these amounts any sum the Contracting Officer determines to be necessary to protect the Government against loss because of outstanding liens or claims of former lien holders.

(g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Government.

(h) The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

[Insert one or more Internet addresses]

(End of clause)

52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

(a) Any data required to be submitted on a Standard or Optional Form prescribed by the Federal Acquisition Regulation (FAR) may be submitted on a computer generated version of the form, provided there is no change to the name, content, or sequence of the data elements on the form, and provided the form carries the Standard or Optional Form number and edition date.

(b) Unless prohibited by agency regulations, any data required to be submitted on an agency unique form prescribed by an agency supplement to the FAR may be submitted on a computer generated version of the form provided there is no change to the name, content, or sequence of the data elements on the form and provided the form carries the agency form number and edition date.

(c) If the Contractor submits a computer generated version of a form that is different than the required form, then the rights and obligations of the parties will be determined based on the content of the required form.

(End of clause)

252.203-7002 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (JAN 2009)

The Contractor shall inform its employees in writing of employee whistleblower rights and protections under 10 U.S.C. 2409, as described in Subpart 203.9 of the Defense Federal Acquisition Regulation Supplement.

(End of clause)

252.204-7000 DISCLOSURE OF INFORMATION (DEC 1991)

(a) The Contractor shall not release to anyone outside the Contractor's organization any unclassified information, regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless--

(1) The Contracting Officer has given prior written approval; or

(2) The information is otherwise in the public domain before the date of release.

(b) Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer at least 45 days before the proposed date for release.

(c) The Contractor agrees to include a similar requirement in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime contractor to the Contracting Officer.

(End of clause)

252.204-7000 DISCLOSURE OF INFORMATION (DEC 1991)

(a) The Contractor shall not release to anyone outside the Contractor's organization any unclassified information, regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless--

(1) The Contracting Officer has given prior written approval; or

(2) The information is otherwise in the public domain before the date of release.

(b) Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer at least 45 days before the proposed date for release.

(c) The Contractor agrees to include a similar requirement in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime contractor to the Contracting Officer.

(End of clause)

252.225-7001 BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM (JAN 2009)

(a) Definitions. As used in this clause--

(1) Commercially available off-the-shelf (COTS) item--

(i) Means any item of supply (including construction material) that is--

(A) A commercial item (as defined in paragraph (1) of the definition of "commercial item" in section 2.101 of the Federal Acquisition Regulation);

(B) Sold in substantial quantities in the commercial marketplace; and

(C) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(ii) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. 40102), such as agricultural products and petroleum products.

(2) Component means an article, material, or supply incorporated directly into an end product.

(3) Domestic end product means--

(i) An unmanufactured end product that has been mined or produced in the United States; or

(ii) An end product manufactured in the United States if--

(A) The cost of its qualifying country components and its components that are mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. The cost of components includes transportation costs to the place of incorporation into the end product and U.S. duty (whether or not a duty-free entry certificate is issued). Scrap generated, collected, and prepared for processing in the United States is considered domestic. A component is considered to have been mined, produced, or manufactured in the United States (regardless of its source in fact) if the end product in which it is incorporated is manufactured in the United States and the component is of a class or kind for which the Government has determined that--

(1) Sufficient and reasonably available commercial quantities of a satisfactory quality are not mined, produced, or manufactured in the United States; or

(2) It is inconsistent with the public interest to apply the restrictions of the Buy American Act; or

(B) The end product is a COTS item.

(4) End product means those articles, materials, and supplies to be acquired under this contract for public use.

(5) Foreign end product means an end product other than a domestic end product.

(6) Qualifying country means any country set forth in subsection 225.872-1 of the Defense Federal Acquisition Regulation Supplement.

(7) Qualifying country component means a component mined, produced, or manufactured in a qualifying country.

(8) Qualifying country end product means--

- (i) An unmanufactured end product mined or produced in a qualifying country; or
- (ii) An end product manufactured in a qualifying country if the cost of the following types of components exceeds 50 percent of the cost of all its components:
 - (A) Components mined, produced, or manufactured in a qualifying country.
 - (B) Components mined, produced, or manufactured in the United States.
 - (C) Components of foreign origin of a class or kind for which the Government has determined that sufficient and reasonably available commercial quantities of a satisfactory quality are not mined, produced, or manufactured in the United States.
- (8) United States means the 50 States, the District of Columbia, and outlying areas.
- (b) This clause implements the Buy American Act (41 U.S.C. Section 10a-d). In accordance with 41 U.S.C. 431, the component test of the Buy American Act is waived for an end product that is a COTS item (see section 12.505(a)(1) of the Federal Acquisition Regulation). Unless otherwise specified, this clause applies to all line items in the contract.
- (c) The Contractor shall deliver only domestic end products unless, in its offer, it specified delivery of other end products in the Buy American Act--Balance of Payments Program Certificate provision of the solicitation. If the Contractor certified in its offer that it will deliver a qualifying country end product, the Contractor shall deliver a qualifying country end product or, at the Contractor's option, a domestic end product.
- (d) The contract price does not include duty for end products or components for which the Contractor will claim duty-free entry.
- (End of clause)

252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 2005)

(a) Definitions. As used in this provision--

- (1) Foreign person means any person (including any individual, partnership, corporation, or other form of association) other than a United States person.
- (2) United States means the 50 States, the District of Columbia, outlying areas, and the outer Continental Shelf as defined in 43 U.S.C. 1331.
- (3) United States person is defined in 50 U.S.C. App. 2415(2) and means--
 - (i) Any United States resident or national (other than an individual resident outside the United States who is employed by other than a United States person);
 - (ii) Any domestic concern (including any permanent domestic establishment of any foreign concern); and
 - (iii) Any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern that is controlled in fact by such domestic concern.
- (b) Certification. If the offeror is a foreign person, the offeror certifies, by submission of an offer, that it--

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. 2407(a) prohibits a United States person from taking.

(End of provision)

**252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS
(MAR 2008)**

(a) Definitions. As used in this clause—

(1) Contract financing payment and invoice payment have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) Electronic form means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using Wide Area Workflow (WAWF) or another electronic form authorized by the Contracting Officer.

(3) Payment request means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests and receiving reports using WAWF, in one of the following electronic formats that WAWF accepts: Electronic Data Interchange, Secure File Transfer Protocol, or World Wide Web input. Information regarding WAWF is available on the Internet at <https://wawf.eb.mil/>.

(c) The Contractor may submit a payment request and receiving report using other than WAWF only when—

(1) The Contracting Officer authorizes use of another electronic form. With such an authorization, the Contractor and the Contracting Officer shall agree to a plan, which shall include a timeline, specifying when the Contractor will transfer to WAWF;

(2) DoD is unable to receive a payment request or provide acceptance in electronic form;

(3) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor. In such cases, the Contractor shall include a copy of the Contracting Officer's determination with each request for payment; or

(4) DoD makes payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted vendor payment/invoicing system (e.g., PowerTrack, Transportation Financial Management System, and Cargo and Billing System).

(d) The Contractor shall submit any non-electronic payment requests using the method or methods specified in Section G of the contract.

(e) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payments requests.

(End of clause)

252.232-7010 LEVIES ON CONTRACT PAYMENTS (DEC 2006)

(a) 26 U.S.C. 6331(h) authorizes the Internal Revenue Service (IRS) to continuously levy up to 100 percent of contract payments, up to the amount of tax debt.

(b) When a levy is imposed on a payment under this contract and the Contractor believes that the levy may result in an inability to perform the contract, the Contractor shall promptly notify the Procuring Contracting Officer in writing, with a copy to the Administrative Contracting Officer, and shall provide--

(1) The total dollar amount of the levy;

(2) A statement that the Contractor believes that the levy may result in an inability to perform the contract, including rationale and adequate supporting documentation; and

(3) Advice as to whether the inability to perform may adversely affect national security, including rationale and adequate supporting documentation.

(c) DoD shall promptly review the Contractor's assessment, and the Procuring Contracting Officer shall provide a written notification to the Contractor including--

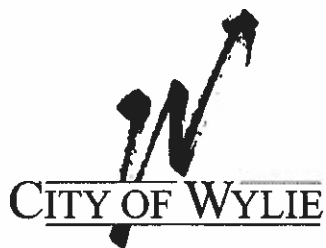
(1) A statement as to whether DoD agrees that the levy may result in an inability to perform the contract; and

(2)(i) If the levy may result in an inability to perform the contract and the lack of performance will adversely affect national security, the total amount of the monies collected that should be returned to the Contractor; or

(ii) If the levy may result in an inability to perform the contract but will not impact national security, a recommendation that the Contractor promptly notify the IRS to attempt to resolve the tax situation.

(d) Any DoD determination under this clause is not subject to appeal under the Contract Disputes Act.

(End of clause)



Wylie City Council

AGENDA REPORT

Meeting Date:	May 24, 2011	Item Number:	F.
Department:	Planning		(City Secretary's Use Only)
Prepared By:	Renae' Ollie	Account Code:	
Date Prepared:	May 11, 2011	Budgeted Amount:	
		Exhibits:	Two

Subject

Consider, and act upon, Ordinance No. 2011-13, amending Zoning Ordinance 2005-58, Article 4, Section 4.3 Nonresidential Design Standards (F. Architectural Features); regarding exterior building materials.

ZC2011-04

Recommendation

Motion to approve Ordinance No. 2011-13 amending Zoning Ordinance 2005-58, Article 4, Section 4.3 Nonresidential Design Standards (F. Architectural Features); regarding exterior building materials.

ZC2011-04


Discussion

To amend, supplement, or change the regulations provided in the Zoning Ordinance requires passage of an Ordinance making the appropriate amendments; and providing a penalty clause, a repeal clause, a savings clause, a severability clause, and an effective date.

The amendment is to clearly define primary exterior materials for non-residential development.

Zoning Ordinance 2005-58, Article 4, Section 4.3 Nonresidential Design Standards (F. Architectural Features), of the Comprehensive Zoning Ordinance of the City, as amended herein by the granting of this Ordinance.

Approved By

	Initial	Date
Department Director	RO	05/11/11
City Manager		5/19/11

ORDINANCE NO. 2011-13

AN ORDINANCE OF THE CITY OF WYLIE, TEXAS, AMENDING ZONING ORDINANCE 2005-58, ARTICLE 4, SECTION 4.3 NONRESIDENTIAL DESIGN STANDARDS (F. ARCHITECTURAL FEATURES), OF THE WYLIE COMPREHENSIVE ZONING ORDINANCE; ALLOWING FOR AND PROVIDING CLARIFICATIONS FOR EXTERIOR BUILDING MATERIALS FOR NON-RESIDENTIAL DEVELOPMENT; PROVIDING FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

WHEREAS, the City Council of the City of Wylie, Texas ("City Council") has investigated and determined that it would be advantageous and beneficial to the citizens of the City of Wylie, Texas ("Wylie") to amend Zoning Ordinance No. 2005-58, Article 4, Section 4.3 Nonresidential Design Standards (F. Architectural Features).

NOW, THEREFORE BE IT, ORDAINED BY THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS:

SECTION 1: Findings Incorporated. The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

SECTION 2: Amendment to Zoning Ordinance No. 2005-58, Article 4 The City of Wylie's Comprehensive Zoning Ordinance No. 2005-58, Article 4, Section 4.3 Nonresidential Design Standards (F. Architectural Features), is hereby amended to read as follows:

ARTICLE 4 NONRESIDENTIAL DISTRICT REGULATIONS

SECTION 4.3 NONRESIDENTIAL DESIGN STANDARDS

F. Architectural Features

Desired Architectural Design requirements are achieved by projects in accordance with the following criteria:

1. Building Materials

a. Base Standard

- (1) Primary materials for buildings in the NS, CR, CC, BG, LI and HI districts shall be constructed of a masonry product with at least 20 percent stone on the front façade. Approved masonry materials include, but are not limited to brick, stone, cast stone, decorative concrete, concrete block, stucco or cementitious fiberboard. Tilt wall construction is permissible in LI and HI districts.
- (2) EFIS shall not be considered acceptable primary material but shall be accepted when applied as accent or architectural features and shall not exceed 20% of any façade face.
- (3) Roofs with a pitch greater than 2:12 shall have roofing materials of architectural grade dimension asphalt shingles, concrete or clay roofing tiles, standing seam metal roofing, or slate roofing shingles.
- (4) Facades, rooflines, and exterior treatment of structures shall be compatible in design, color and materials with surrounding new development within 200 feet of a corner.
- (5) Subject to Building Official & Planning Director evaluation of alternative exterior material's aesthetic appropriateness, durability and strength, an applicant may appeal alternative design and exterior material inconsistent with adopted standards to City Council.

b. Desirable Design Attributes

- (1) To achieve façade articulation, visual variety and/or architectural detailing buildings shall use two complementary primary facade materials.
- (2) Provide the same style of building materials throughout the entire block.

SECTION 3: Savings/Repealing Clause: Wylie's Comprehensive Zoning Ordinance No. 2005-58, as amended, shall remain in full force and effect, save and except as amended by this or any other Ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed, but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinance shall remain in full force and effect.

SECTION 4: Severability: Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. Wylie hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

SECTION 5: Penalty Provision: Any person, firm, corporation or entity violating this Ordinance or any provision of Wylie's Comprehensive Zoning Ordinance No. 2005-58, as amended, shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be fined a sum not exceeding Five Hundred Dollars (\$500.00). Each continuing day's violation under this Ordinance shall constitute a separate offense. The penal provisions imposed under this Ordinance shall not preclude Wylie from filing suit to enjoin the violation. Wylie retains all legal rights and remedies available to it pursuant to local, state and federal law.

SECTION 6: Effective Date: This Ordinance shall become effective from and after its adoption and publication as required by law the City Charter and by law.

DULY PASSED AND APPROVED by the City Council of the City of Wylie, Texas, this 24th day of May, 2011.

Eric Hogue, Mayor

ATTEST:

Carole Ehrlich, City Secretary

DATE OF PUBLICATION: _____, in the _____



Zoning Ordinance

FIGURE 4-9 ARCHITECTURAL DESIGN REQUIREMENTS

PAGE #	ELEMENT	BASE STANDARD (ALL DEVELOPMENT MUST COMPLY FULLY WITH ALL LISTED BELOW)	DESIRABLE (EACH DEVELOPMENT MUST SELECT 3 OF THE 6 DESIRABLES LISTED BELOW)
65	Building Materials	<p>a. Buildings constructed of masonry with at least 20% stone on front façade in NS, CR, CC, BG, LI and HI Districts. Tilt wall construction is permissible in LI and HI districts.</p> <p>b. Roofs with pitch greater than 2:12 use specified roofing materials.</p> <p>c. Buildings should copy architectural styles and details, design themes, building materials, and colors of the surrounding new development context w/in 200 ft of a corner.</p>	<p>a. Use of two complementary primary facade materials to help achieve facade articulation, visual variety and/or architectural detailing.</p> <p>b. Copy same style entire block.</p>
66	Building Articulation, Form and Massing	<p>a. Walls not exceed height width ratio of 1 to 2 without variation in massing of facade. At least 25% of facade offset at least 4'.</p> <p>b. Entrances must be emphasized with architectural elements.</p> <p>c. Ground floor facades in NS, CR, & CC Districts required specified features along 60% of length.</p>	<p>a. Application of base standards to facades not facing a public street.</p> <p>b. Use of Architectural detailing and/or materials to provide variety in visual appearance.</p>
68	Architectural Compatibility	<p>a. Buildings in the NS and CR Districts shall be architectural compatible with surrounding neighborhoods.</p> <p>b. Buildings in CC & BG Districts adjacent or within 200' of residential areas shall be architecturally compatible.</p>	<p>a. Buildings with pitch roofs meeting minimum requirement of residential development.</p> <p>b. Buildings with hip roof sections, dormers or two or more gable roof sections at right angles to each other.</p>

F. Architectural Features

Desired Architectural Design requirements are achieved by projects in accordance with the following criteria:

1. Building Materials**a. Base Standard**

- (1) Primary materials for buildings in the NS, CR, CC, BG, LI and HI districts shall be constructed of a masonry product with at least 20 percent stone on the front façade. Approved masonry materials include, but are not limited to brick, stone, cast stone, decorative concrete, concrete block, stucco or cementitious fiberboard. Tilt wall construction is permissible in LI and HI districts.
- (2) EFIS shall not be considered acceptable primary material but shall be accepted when applied as accent or architectural features and shall not exceed 20% of any façade face.
- (3) Roofs with a pitch greater than 2:12 shall have roofing materials of architectural grade dimension asphalt shingles, concrete or clay roofing tiles, standing seam metal roofing, or slate roofing shingles.
- (4) Facades, rooflines, and exterior treatment of structures shall be compatible in design, color and materials with surrounding new development within 200 feet of a corner.
- (5) Subject to Building Official & Planning Director evaluation of alternative exterior material's aesthetic appropriateness, durability and strength, an applicant may appeal alternative design and exterior material inconsistent with adopted standards to City Council.

b. Desirable Design Attributes

- (1) To achieve façade articulation, visual variety and/or architectural detailing buildings shall use two complementary primary facade materials.
- (2) Provide the same style of building materials throughout the entire block.



Wylie City Council

AGENDA REPORT

Meeting Date:	<u>May 24, 2011</u>	Item Number:	<u>G.</u> <i>(City Secretary's Use Only)</i>
Department:	<u>Purchasing</u>	Account Code:	<u></u>
Prepared By:	<u>Jim Holcomb</u>	Budgeted Amount:	<u></u>
Date Prepared:	<u>May 18, 2011</u>	Exhibits:	<u>Resolution & Agreement</u>

Subject

Consider, and act upon, Resolution No. 2011-18(R) approving an Interlocal Agreement between the Region 8 Education Service Center and the City of Wylie for participation in the contracts for goods and services provided by the The Interlocal Purchasing System (TIPS).

Recommendation

A motion to approve Resolution No. 2011-18(R) approving an Interlocal Agreement between the Region 8 Education Service Center and the City of Wylie for participation in the contracts for goods and services provided by The Interlocal Purchasing System (TIPS).

Discussion

The Region 8 Education Service Center sponsors The Interlocal Purchasing System (TIPS). Region 8 is a local government agency approved by Chapter 8 of the Texas Education Code. TIPS is a cooperative purchasing program which was established to provide competitively bid contracts for goods and services to school districts and other government entities. The City routinely participates in such contracts through the State of Texas cooperative purchasing program, TASB Buy board, HGAC, TCPN and others. Adoption of the resolution and the interlocal agreement will allow the City to be listed as a participant on the TIPS network and to take advantage of the TIPS contracts.

Approved By

	<i>Initial</i>	<i>Date</i>
Department Director	<u>JH</u>	<u>05-19-11</u>
City Manager	<u></u>	<u></u>

RESOLUTION NO. 2011-18(R)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERLOCAL AGREEMENT BETWEEN THE REGION 8 EDUCATION SERVICE CENTER AND THE CITY OF WYLIE FOR PARTICIPATION IN THE CONTRACTS FOR GOODS AND SERVICES PROVIDED BY THE INTERLOCAL PURCHASING SYSTEM (TIPS).

WHEREAS, the City of Wylie, Texas, pursuant to the authority granted by Sections 271.081-271.083 Local Government Code, V.T.C.A., as amended, desires to participate in the described purchasing program offered by the Region VII Education Service Center, and in the opinion that participation in this program will be highly beneficial to the taxpayers as a result of the anticipated savings to be realized;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS:

SECTION 1. That the City of Wylie, Texas request participation in The Interlocal Purchasing System (TIPS).

SECTION 2. The City Manager of the City of Wylie, Texas is hereby authorized to execute, on behalf of the City Council of the City of Wylie, Texas, the Interlocal Agreement between Region 8 Education Service Center and the City of Wylie concerning the participation in the contracts for goods and services provided by The Interlocal Purchasing System (TIPS).

SECTION 3. A representative of the City of Wylie, Texas named as Jim Holcomb, Purchasing Agent, is authorized to sign and deliver any and all necessary requests and documents in connection therewith for and on behalf of the City of Wylie, Texas.

SECTION 4. This Resolution shall take effect immediately upon its passage.

DULY PASSED AND APPROVED by the City Council of the City of Wylie, Texas on this the 24th day of May, 2011, by the City Council of the City of Wylie, Texas.

Eric Hogue, Mayor

ATTEST:

Carole Ehrlich, City Secretary

INTERLOCAL AGREEMENT
Region VIII Education Service Center
TEXAS PUBLIC AGENCY
(School, College, University, State, City or County Office)

City of Wylie
TEXAS SCHOOL ENTITY OR PUBLIC AGENCY

Control Number (TIPS will Assign)
Schools enter County-District Number

Region VIII Education Service Center
Mt. Pleasant, Texas

225 - 950
County-District Number

Texas Education Code §8.002 permits regional education service centers, at the direction of the Commissioner of Education, to provide services to assist school districts, colleges and universities in improving student performance and increasing the efficiency and effectiveness of school, college and university operations. Authority for such services is granted under Texas Government Code §§ 791.001 *et seq* as amended. Cooperative Purchasing Services are extended to all Texas State, City and County Government Agencies.

This Interlocal Agreement (hereinafter the "Agreement") is effective May 24, 2011 and shall be automatically renewed unless either party gives sixty (60) days prior written notice of non-renewal. This Agreement may be terminated without cause by either party upon (60) days prior written notice, or may also be determined for cause at anytime upon written notice stating the reason for and effective date of such terminations and after giving the affected party a thirty (30) day period to cure any breach.

Statement of Services to be Performed:

Region VIII Education Service Center, by this Agreement, agrees to provide cooperative purchasing services to the above-named public agency through a Program known as the The Interlocal Purchasing System (TIPS/TAPS) Program.

The purpose of the TIPS/TAPS Program shall be to obtain substantial savings for participating school entities or public agencies through cooperative purchasing.

Role of the TIPS/TAPS Purchasing Cooperative:

1. Provide for the organizational and administrative structure of the program.
2. Provide staff necessary for efficient operation of the program.
3. Provide marketing of the program to expand membership, number of vendor awarded contracts and commodity categories.
4. Initiate and implement activities required for competitive bidding and vendor award process including posting, advertising, collecting proposals, scoring proposals, and award of contracts.
5. Provide members with procedures for ordering, delivery, and billing.
6. Maintain filing system for all bidding procedure requirements.

INTERLOCAL AGREEMENT, continued

Role of the Public Agency:

1. Commitment to participate in the program by an authorized signature on membership forms.
2. Designation of Primary Contact and Technology Contact for agency.
3. Commitment to purchase products and services from TIPS/TAPS Vendors when in the best interest of the agency.
4. Prepare purchase orders issued to TIPS/TAPS Awarded Vendor and FAX to TIPS/TAPS.
5. Accept shipments of products ordered from Awarded Vendors in accordance with standard purchasing procedures.
6. Pay Awarded Vendors in a timely manner for all goods and services received.

General Provisions:

The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations in connection with the programs contemplated under this Agreement. This Agreement is subject to all applicable present and future valid laws governing such programs.

This Agreement shall be governed by the law of the State of Texas and venue shall be in the county in which the administrative offices of RESC VIII are located which is Titus County, Texas.

This Agreement contains the entire agreement of the Parties hereto with respect to the matters covered by its terms, and it may not be modified in any manner without the express written consent of the Parties.

If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect

The Parties to this Agreement expressly acknowledge and agree that all monies paid pursuant to this Agreement shall be paid from budgeted available funds for the current fiscal year of each such entity.

Before any party may resort to litigation, any claims, disputes or other matters in question between the Parties to this Agreement shall be submitted to nonbinding mediation

No Party to this Agreement waives or relinquishes any immunity or defense on behalf of themselves, their directors, officers, employees, and agents as a result of its execution of this Agreement and performance of the functions and obligations described herein.

This Agreement may be negotiated and transmitted between the Parties by means of a facsimile machine and the terms and conditions agreed to are binding upon the Parties.

Authorization:

Region VIII Education Service Center and The Interlocal Purchasing System (TIPS/TAPS) Program have entered into an Agreement to provide cooperative purchasing opportunities to public agencies.

INTERLOCAL AGREEMENT, continued

This Agreement was approved by the governing boards of the respective parties at meetings that were posted and held in accordance with the Texas Open Meetings Act, Texas Government Code ch. 551.

The individuals signing below are authorized to do so by the respective parties to this Agreement.

City of Wylie**Region VIII Education Service Center**

By: _____
Authorized Signature

By: _____
Authorized Signature

Title: _____

Title: Executive Director Region VIII ESC

Date

Date

Public Agency Contact Information

Jim Holcomb

Primary Purchasing Person Name

300 Country Club Road

Street Address

Wylie, Texas 75098

City, State Zip

972-516-6140

Telephone Number

972-516-6142

Fax Number

jim.holcomb@wylitetexas.gov

Primary Person Email Address

Shone Doville

Technology Person Name

shone.doville@wylitetexas.gov

Technology Person Email Address

Please send two signed original Interlocal Agreements and one copy of Board Resolution (if required) to TIPS/TAPS, Attn: Kim Thompson, C/O Region VIII Education Service Center, PO Box 1894, Mt. Pleasant, Texas 75456-1894. Upon execution, a signed original will be returned to the Purchasing Contact listed above.



Wylie City Council

AGENDA REPORT

Meeting Date: May 24, 2011
Department: City Secretary
Prepared By: _____
Date Prepared: May 3, 2011

Item Number: 1.
(City Secretary's Use Only)
Account Code: _____
Budgeted Amount: _____
Exhibits: Resolution No. 2006-17(R)

Subject

Tabled Item from 5-10-2011

Motion to remove from the table and consider and act upon:

Consider, and act upon, the appointment of a 2011 Board and Commissions City Council Interview Panel to conduct the May/June 2011 board applicant interviews.

Recommendation

Motion to appoint _____, _____, and _____ to serve on the 2011 Boards and Commissions City Council Interview Panel.

Discussion

Each year the City Secretary's Office solicits and compiles applications from Wylie residents wishing to serve on various Wylie Boards and Commissions. These applications are received through the year until the later part of May of each calendar year. Additionally, in May/June of each year, the applications are compiled into appointment timeframes to allow the three council member panel time to interview each applicant and subsequently choose a list of applicants to recommend to the full Council to serve two year terms on the various boards. The terms are staggered so each year approximately half of the members serving on each board and commission are appointed.

Pursuant to Resolution No. 2006-17(R) approved in 2006, the procedures for the interview process, allows council members, not serving on the panel, an opportunity to address questions and concerns to the panel to be asked of the applicants. The rules and procedures in Resolution 2006-17(R) comply with the Texas Open Meetings Act. The Resolution is attached for your review.

Proposed interview meeting dates will be Wednesday May 25, 2011, Thursday, May 26, 2011, and Wednesday, June 1, 2011 from 6:00 p.m. - 9:30 p.m. each night. Immediately following the final Wednesday night interviews, the panel will deliberate on recommendations to be submitted council at the June 14, 2011 regular meeting. This timeline for approval by June 14th will allow time for each member to be sworn in at the June 28th council meeting and begin their terms on July 1, 2011. All Council members will receive the scheduled appointment list and all applications submitted prior to the interview process.

Approved By

Initial

Date

Department Director

CE

5-3-11

City Manager

mm

5/19/11

RESOLUTION NO. 2006-17(R)

**A RESOLUTION OF THE CITY OF WYLIE, TEXAS ADOPTING
PROCEDURES FOR THE WYLIE BOARDS AND COMMISSION
INTERVIEW PROCESS AND THE APPOINTMENT OF THE
2006-07 BOARDS AND COMMISSION INTERVIEW PANEL.**

WHEREAS, the City of Wylie has nine boards and commissions comprised of a total of 54 members serving staggered two year terms; and

WHEREAS, each year the City of Wylie receives applications from residents for consideration of appointment to City of Wylie Boards and Commissions; and

WHEREAS, applicants for the board and commission members are interviewed by a Selection Panel consisting of three council members; and

WHEREAS, it has been deemed that guidelines be set for the Selection Panel, the application process, the interview process, and the appointment process of the City of Wylie Boards and Commissions.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WYLIE:

SECTION 1: That the City Council of the City of Wylie will appoint a three (3) member Selection Panel each year comprised of three (3) Council Members.

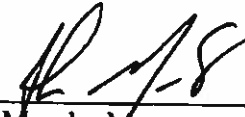
SECTION 2: That applications and scheduling of applicants to be interviewed by the Selection Panel will be completed by the City Secretary and provided to the City Council.

SECTION 3: That the interview process will be held in the City of Wylie Council Chambers and notifications of the interview dates will be posted for the public to attend.

SECTION 4: That City Council can provide a series of questions to the Selection Panel for the applicants to address during their interview.

SECTION 5: Recommendations by the Selection Panel will be made in open session and the recommendations will be presented to Council for discussion and approval.

DULY PASSED AND APPROVED by the Wylie City Council on this 23rd day of May 2006.



John Mondy, Mayor

ATTEST:



Carole Ehrlich, City Secretary





Wylie City Council

AGENDA REPORT

Meeting Date:	May, 24, 2011	Item Number:	2.
Department:	Fire		(City Secretary's Use Only)
Prepared By:	Randy Corbin	Account Code:	
Date Prepared:	05-10-2011	Budgeted Amount:	
		Exhibits:	1

Subject

Consider, and act upon, Resolution No. 2011-15(R) adopting the Collin County Local Mitigation Strategy as the City of Wylie Hazard Mitigation Action Plan.

Recommendation

A motion approving Resolution No. 201-15(R), adopting the Collin County Local Mitigation Strategy as the City of Wylie Hazard Mitigation Action Plan.

Discussion

The Collin County Local Mitigation Strategy (CCLMS) is a collaborative effort of the jurisdictions of Allen, Frisco, Lavon, Lucas, Wylie and Unincorporated Collin County to identify natural hazards in each community, and set a strategy to reduce or eliminate effects of those hazards. Vulnerabilities of each jurisdiction were assessed and natural hazards identified by reviewing historical data. Goals and objectives were set according to the county's existing capabilities, and what future enhancements can be made to reduce or eliminate the threat to the identified natural hazards. This plan is in compliance with federal and state hazard mitigation plan regulations which allow us to be eligible for funding opportunities for the documented mitigation projects. Mitigation is any action taken to reduce or eliminate the long term risk of a hazard and its effects on people, property and the environment. The goal is to keep from placing people and property in harms way and to make structures safer and stronger when it is impossible to avoid a hazard. This also helps economically by reducing costs for damage, repairs, emergency response, etc. after a disaster occurs. Planning ahead for long term solutions to reduce hazards can help create a resilient community that will have the ability to bounce back a little quicker after a disaster.

The City of Wylie is dedicated to taking all possible actions and mitigation processes to reduce the risks of hazards to the community. Taking part in the Collin County Local Mitigation Strategy is acknowledgement that hazards can occur here and that we proactively see the need to take steps to reduce the risks to citizens, property and the environment of Wylie.

Approved By

	Initial	Date
Department Director	RC	05-10-11
City Manager	MM	5/19/11

RESOLUTION NO. 2011-15(R)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS, ADOPTING A HAZARD MITIGATION ACTION PLAN; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Wylie, with the assistance from the North Central Texas Council of Governments (NCTCOG) has gathered information and prepared the Collin County Local Mitigation Strategy; and

WHEREAS, the Collin County Local Mitigation Strategy has been prepared in accordance with FEMA requirements at 44 C.F.R. 201.6; and

WHEREAS, the City of Wylie is a local unit of government that has afforded the citizens an opportunity to comment and provide input in the Plan and the actions in the Plan; and

WHEREAS, the City Council of the City of Wylie has reviewed the Plan and affirms that the Plan will be updated in accordance to the plan maintenance process described.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Wylie, Texas adopts the Collin County Local Mitigation Strategy (Exhibit“A”) as this jurisdiction’s Multi-Natural Hazard Mitigation Plan, and resolves to execute the actions in the Plan subject to available funding.

PASSED, APPROVED AND EFFECTIVE on this 24th day of May, 2011.

ERIC HOGUE, Mayor

ATTEST TO:

CAROLE EHRLICH, City Secretary

EXHIBIT “A”

Collin County Local Mitigation Strategy – City of Wylie Section

EXHIBIT “B”

Full & Complete Collin County Local Mitigation Strategy
(Available by contacting the City Secretary’s Office)

2.6 City of Wylie



Planning Process A hazard mitigation team was formed and given the task of developing a Hazard Mitigation Plan for the City of Wylie. Goals and objectives were set to reduce the long term effects of hazards to people and property. The City of Wylie is committed to developing a hazard analysis and mitigation plan for which will provide general guidance related to hazards within the community and an overview of mitigation efforts undertaken by the City of Wylie.

The city of Wylie developed a Hazard Mitigation Team to identify potential problematic conditions and outline corrective actions that the City of Wylie will consider to undertake to remedy the identified problems. Planning and implementation actions have been identified which are applicable to both pre-incident and post-incident situations.

The Hazard Mitigation Team consists of:

- Emergency Management Coordinator
- Emergency Management Specialist
- Collin County GIS
- City Engineer
- Public Works
- Floodplain Manager
- Wylie Fire Rescue
- CERT of Wylie

The Emergency Management Specialist will serve as the Hazard Mitigation Coordinator for most of the mitigation action projects. The Emergency Management specialist led the Hazard Mitigation Team through the planning process by collecting the specific data from each respective team member as it pertains to mitigation issues and hazard vulnerability in the City of Wylie. Each team member provided input and guidance in plan development.

The Local Mitigation Strategy was created through the sharing and reviewing of information provided by each city department. The Hazard Mitigation Team identified areas of vulnerability, prior hazard areas, and those currently at risk for natural disasters. Action items were discussed to reduce the vulnerability of the City in future disasters. Mitigation actions were derived from the evaluation of the vulnerability information. Potential actions were proposed which would eliminate or reduce the long term effects of a hazard on the City of Wylie.

Public Involvement The public participation strategy relied upon several input tools for different circumstances to gather public input. Personal discussions to include word of mouth, city council meetings, and currently active Citizens Corps Programs were used, each with a purpose, be it to gather data, hear opinions, and help determine recommendations, or guide the plan process. These efforts were made in order to give all who are interested the opportunity to comment. Though no concerns or opinions were expressed

The City of Wylie's Citizens, Non-Profits, Businesses, Academia, Interested Parties, and Neighboring Communities were invited to voice concerns and issues at Mitigation Public Meeting held on October 20, 2009 from 1:00 to 5:00 pm at the Wylie Fire Administration Office. Notices were posted in advance at the Wylie City Hall.

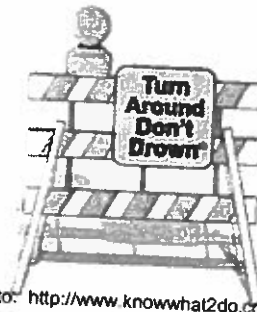
City of Lavon The City of Lavon is partially located within a flood plain that affects several areas in and around the city limits. Most of these areas are uninhabited; however, in March of 2006 there was a major flood which occurred at the 200 block of Lakewood the 100 block of Marrow Lane, the 400 block of Main St and the very end of the 500 block Mustang including areas of HWY 78. Homes had water running inside the doors, and businesses had water throughout the parking lot and in entrances. Flood waters covered the streets and drainage ditches were overflowing into fields and future park areas. This level of a flood event has not occurred since due to several implemented ordinances which require residents to maintain drainage ditches, ditch improvements, and rerouted drainage flows. While all these efforts have significantly reduced the community's vulnerability to flooding, a master drainage study would be the most beneficial next step. This has been identified in Chapter 4 as a project.

The City of Lavon is primarily a community based on agriculture, farming in particular. Flooding has had an impact on the area crop production in the past. The southern portion of the city is most vulnerable to flooding, particularly along the Bear Creek drainage. The Master Drainage Study to be conducted (as identified in Chapter 4) will illustrate the issues of the storm water flows and mitigate the hazards to these areas by requiring developers to utilize retention ponds as needed, thus reducing the impact on crops.

Since these flooding events, new ordinances have been enacted in the city as of 2009 to include a flood plain building permit that requires at least two feet minimum of freeboard (finished floor level) above flood plain in order to build in the flood plain. This is for new building and new reconstruction. This not only meets but exceeds the National Flood Insurance Program standards, ensuring that residents in the floodplain build flood durable structures and homes.

City of Lucas The City of Lucas has two areas that are occasionally affected by flooding, to include flash flooding, across roadways. These roadways are all located within the 100 year flood zone. The primary areas of flash flooding concern are the following bridges:

The bridge at Stinson Road at Muddy Creek
The bridge at Snider Lane at White Rock



During heavy rain events and while the roadways are flooded, City staff photo: <http://www.knowwhat2do.com> barricades the roads to prevent vehicles from attempting to cross the flooded area. Access is still available from other directions at both sites, however direct access is temporarily disrupted. This temporary disruption could be averted if larger drainage structures could be built to manage storm water flow and retention. While the roadway is flooded, emergency access is increased by three to four miles at each site.

There are five other roadway locations that are less frequently affected by flooding, but still are considered a serious problem by the City when the flooding occurs. Those locations are:

Winningkoff Road, ¼ mile south of Snider Lane
Winningkoff Road, ¼ mile north of FM 3286
Rock Ridge Road, ¼ mile north of FM 2170
Rock Ridge Road, ¼ mile south of FM 1378
The intersection of FM 1378 and FM 3286

City of Wylie The City of Wylie has experienced flooding in two distinct areas that require road closures during significant rain events. Flooding occurs between McMillan Rd on the north end of Wylie all the way down to Hensley Rd on the southern end of Wylie. Sachse Rd at Creek's Crossing and over to Country Club also is an area requiring closure with barricades. Although some of this area is in Dallas County, it is within the city limits of Wylie.

Map F.9 illustrates the location of this Dam in relation to the flood zone. There are currently no inundation studies and the data limitation has been identified as a project in Chapter 4. At this time due to a lack of an inundation study the dam identified is not a risk. As this map illustrates, the location is in a rural area with no structures in the near area of the dam.

Site 83A, Pilot Grove Creek	Owner Name: Community Owned	Acres/Site: 6.3
Sed. Pool elevation: 590.5	Acres: 21.5	
Flood Pool Elevation: 599.5	Acres: 54.5	
Easement elevation: 601.5	Acres: 62.5	
Top of Dam elevation: 603.0		
Jurisdictions: Collin County, City of Farmersville		

Map F.9 illustrates the location of this Dam in relation to the flood zone. There are currently no inundation studies and the data limitation has been identified as a project in Chapter 4. At this time due to a lack of an inundation study the dam identified is not a risk. As this map illustrates, the location is in a rural area with no structures in the near area of the dam.

Site 3, Sister Grove Creek	Owner Name: Privately Owned	Acres/Site: 9.9
Sed. Pool elevation: 630.5	Acres: 19.0	
Flood Pool Elevation: 638.5	Acres: 40.8	
Easement elevation: 640.5	Acres: 48.5	
Top of Dam elevation: 643.0		
Jurisdictions: Collin County		

Map F.2 illustrates the location of this Dam in relation to the flood zone. There are currently no inundation studies and the data limitation has been identified as a project in Chapter 4. At this time due to a lack of an inundation study the dam identified is not a risk. As this map illustrates, the location is in a rural area with only three homes in the immediate area of the dam and one in the 100yr (A) flood zone.

Site 2, Upper East Fork Laterals WS	Owner Name:	Acres/Site: 8.3
Sed. Pool elevation: 498.7	Acres: 51.0	
Flood Pool Elevation: 512.0	Acres: 174.0	
Easement elevation: 514.0	Acres: 204.0	
Top of Dam elevation: 516.5		
Jurisdictions: Collin County		

Map F.10 illustrates the location of this Dam in relation to the flood zone. There are currently no inundation studies and the data limitation has been identified as a project in Chapter 4. At this time due to a lack of an inundation study the dam identified is not a risk. As this map illustrates, the location is in a rural area with no structures in the near area of the dam.

City of Allen The City of Allen is not vulnerable to Dam Failure.

City of Frisco The City of Frisco is not vulnerable to Dam Failure.

City of Lavon The City of Lavon is not vulnerable to Dam Failure. Due to the design of the Lake Lavon Dam the inundation zone of a Dam failure would affect the jurisdictions to the west and south and not the City of Lavon.

City of Lucas The City of Lucas is not vulnerable to Dam Failure.

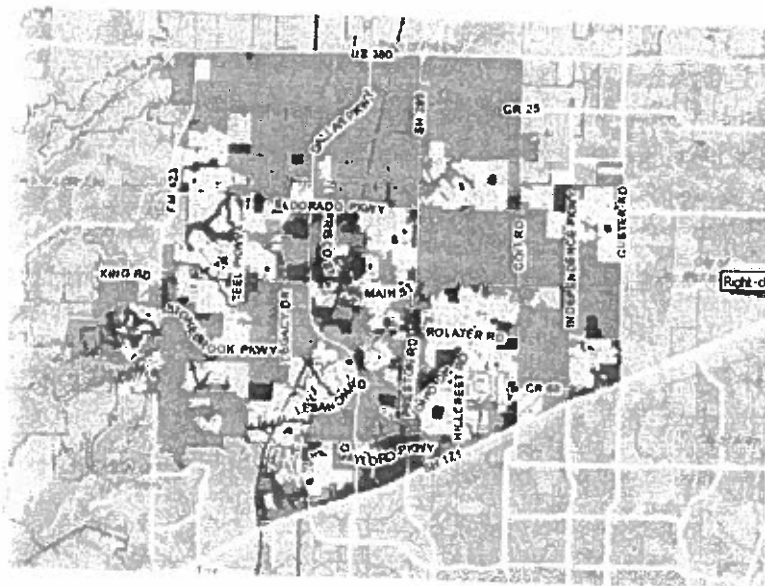
City of Wylie The City of Wylie borders along the southern and western area of Lake Lavon including just west of the Lake Lavon Dam. Lake Lavon is owned and managed by the Army Corp of Engineers. In the event of a worst case scenario Dam Failure the inundation zone does not affect the City of Wylie. This was tested in a joint exercise with the Army Corps of Engineers. The land south of Lake Lavon Dam is the spillway then it leads to the next lake which is Lake Ray Hubbard. Therefore the City of Wylie is not at risk for Dam Failure.

City of Frisco The City of Frisco is currently 46.2% developed. While there is open space within the City of Frisco, it is mainly farm land which is intensely maintained and mowed by farmers. This intense management results in reduced and extremely low fuel levels.

The following map depicts current land use for the City of Frisco. All open space due to farm or agricultural land is highly maintained and managed and all other vegetation is managed by a 12 inches maximum growth allowance ordinance (city of Frisco Ordinance 01-09-62) within the city limits, thus wildland fire is not an issue for the City of Frisco.

The farmland/agriculture areas are on the southside of the 380 corridor and from 380 to Eldorado on the Northwest quadrant of the city. While these areas are agriculture they are all maintained farmland not open space, therefore do not meet the qualification for Wildland fire. There are instances of grassfire resulting from such technological events as tractor fires.

- Not Classed
- Agricultural
- Industrial
- Multi Family
- Office
- Open Space
- Parks
- Public
- Retail
- Single Family
- Technology
- Unknown
- Utility



☒ 500 Year

0.7	0.35	0	0.7 Miles
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Emergency Preparations:

The following information is for your information only. It is not intended to be used as a basis for any decision. It is not intended to be used as a basis for any decision. It is not intended to be used as a basis for any decision.

Dams

Participating Counties



1. The first step is to identify the problem or question that needs to be addressed. This involves understanding the context and the specific requirements of the task.

the *Journal of the American Chemical Society*, October 10, 1934, page 1767. The authors are: "R. H. Schuler and R. H. Schuler, Jr., Department of Chemistry, University of California, Berkeley, California."

County Wide	9/12/1977	1620	Tornado	F2	0	0	25K	0
County Wide	3/29/1979	1415	Tornado	F0	0	0	0K	0
County Wide	7/27/1982	1300	Tornado	F0	0	0	3K	0
County Wide	3/27/1984	1630	Tornado	F1	0	0	3K	0
County Wide	10/18/1985	930	Tornado	F2	0	2	250K	0
County Wide	3/17/1987	1940	Tornado	F0	0	0	0K	0
County Wide	9/13/1993	1010	Tornado	F0	0	0	0	0
Farmersville	7/12/1994	2115	Tornado	F0	0	0	50K	0
Princeton	10/7/1994	1500	Tornado	F1	0	2	500K	0
McKinney	3/16/1998	7:05 PM	Tornado	F1	0	0	200K	0
Frisco	9/5/2001	2:05 PM	Tornado	F0	0	0	0	0
Celina	9/5/2001	2:30 PM	Tornado	F1	0	0	30K	0
Frisco	7/1/2003	1:50 PM	Tornado	F0	0	0	0	0
Lavon Res	3/4/2004	3:35 PM	Tornado	F1	0	2	150K	0
Anna	5/9/2006	9:26 PM	Tornado	F0	0	0	0	0
Anna	5/9/2006	9:33 PM	Tornado	F0	0	0	30K	0
Anna	5/9/2006	9:37 PM	Tornado	F3	2	6	1.0M	0
Wylie	3/30/2007	8:20 PM	Tornado	F0	0	0	500K	0K
TOTALS:					2	73	4.403M	0

Wide								
County Wide	8/2/1992	1547	Hail	0.88 in.	0	0	0	0
County Wide	9/2/1992	2315	Hail	0.75 in.	0	0	0	0
County Wide	9/2/1992	2320	Hail	0.75 in.	0	0	0	0
County Wide	9/3/1992	15	Hail	0.75 in.	0	0	0	0
County Wide	10/7/1992	1612	Hail	1.75 in.	0	0	0	0
Wylie	4/19/1993	1715	Hail	0.88 in.	0	0	0	0
Garland	4/19/1993	1800	Hail	1.00 in.	0	0	0	0
Airport	4/19/1993	1830	Hail	1.75 in.	0	0	0	0
Love Field	4/19/1993	1830	Hail	1.75 in.	0	0	0	0
Plano	9/20/1993	1750	Hail	1.00 in.	0	0	0	0
Melissa	10/19/1993	400	Hail	0.75 in.	0	0	0	0
Frisco	4/25/1994	1825	Hail	0.88 in.	0	0	0	0
McKinney	4/29/1994	145	Hail	1.00 in.	0	0	0	0
Wylie	5/2/1994	1356	Hail	0.75 in.	0	0	0	0
Frisco	5/2/1994	1420	Hail	0.75 in.	0	0	0	0
Lake Lavon	5/14/1994	1740	Hail	0.75 in.	0	0	0	0
Farmersville	5/14/1994	1801	Hail	0.75 in.	0	0	0	0
Nevada	5/14/1994	1923	Hail	0.75 in.	0	0	0	0
Allen	7/12/1994	1950	Hail	0.75 in.	0	0	0	0
Plano	7/15/1994	1739	Hail	0.75 in.	0	0	0	0
Plano	8/7/1994	1325	Hail	0.75 in.	0	0	0	0
Plano	10/21/1994	1245	Hail	0.75 in.	0	0	0	0
Plano	10/21/1994	1333	Hail	0.75 in.	0	0	0	0
Meridian	4/22/1995	1539	Hail	0.75 in.	0	0	0	0
Plano	4/22/1995	1540	Hail	1.75 in.	0	0	0	0
Westminster	5/1/1995	108	Hail	0.75 in.	0	0	0	0
McKinney	5/7/1995	2240	Hail	0.75 in.	0	0	0	0
Plano	5/24/1995	1637	Hail	1.75 in.	0	0	0	0
Anna	5/24/1995	1705	Hail	0.75 in.	0	0	0	0
Princeton	5/25/1995	1705	Hail	1.00 in.	0	0	0	0
Farmersville	2/27/1996	9:15 AM	Hail	0.75 in.	0	0	0	0
Copeville	2/27/1996	10:15 AM	Hail	0.75 in.	0	0	0	0
Allen	3/18/1996	12:10 AM	Hail	0.75 in.	0	0	0	0
Plano	3/24/1996	3:10 PM	Hail	0.75 in.	0	0	0	0
Plano	3/24/1996	3:20 PM	Hail	1.00 in.	0	0	0	0
Plano	3/24/1996	3:27 PM	Hail	1.25 in.	0	0	0	0
McKinney	3/24/1996	3:40 PM	Hail	0.75 in.	0	0	0	0
Princeton	4/4/1996	1:40 AM	Hail	0.88 in.	0	0	0	0
Frisco	4/12/1996	4:45 PM	Hail	0.75 in.	0	0	0	0
Anna	4/12/1996	4:48 PM	Hail	0.75 in.	0	0	0	0
Wylie	4/12/1996	5:26 PM	Hail	0.75 in.	0	0	0	0
Anna	4/12/1996	12:38 PM	Hail	0.88 in.	0	0	0	0
McKinney	4/12/1996	12:38 PM	Hail	0.88 in.	0	0	0	0

Plano	3/2/2000	6:24 PM	Hail	1.75 in.	0	0	0	0
McKinney	3/2/2000	6:29 PM	Hail	1.00 in.	0	0	0	0
Farmersville	3/2/2000	6:50 PM	Hail	1.00 in.	0	0	0	0
Plano	3/10/2000	10:45 AM	Hail	0.75 in.	0	0	0	0
Wylie	3/16/2000	9:28 PM	Hail	0.75 in.	0	0	0	0
Parker	5/12/2000	4:40 PM	Hail	0.75 in.	0	0	0	0
Wylie	5/27/2000	4:50 PM	Hail	0.75 in.	0	0	0	0
Plano	3/11/2001	2:40 PM	Hail	0.88 in.	0	0	0	0
Plano	5/6/2001	6:22 PM	Hail	1.00 in.	0	0	0	0
Plano	5/6/2001	6:43 PM	Hail	3.00 in.	0	0	0	0
Allen	5/6/2001	7:00 PM	Hail	1.00 in.	0	0	0	0
Blue Ridge	4/16/2002	11:15 PM	Hail	0.75 in.	0	0	0	0
McKinney	5/9/2002	11:10 PM	Hail	0.75 in.	0	0	0	0
Frisco	12/30/2002	1:30 PM	Hail	1.75 in.	0	0	0	0
Plano	12/30/2002	2:30 PM	Hail	1.00 in.	0	0	0	0
Plano	4/5/2003	10:16 PM	Hail	2.00 in.	0	0	0	0
Plano	4/5/2003	10:32 PM	Hail	3.00 in.	0	0	0	0
Plano	4/6/2003	1:00 PM	Hail	1.00 in.	0	0	0	0
Plano	4/6/2003	12:55 PM	Hail	1.00 in.	0	0	0	0
Blue Ridge	5/13/2003	5:22 AM	Hail	1.00 in.	0	0	0	0
Nevada	5/24/2003	9:30 PM	Hail	0.75 in.	0	0	0	0
McKinney	5/24/2003	10:47 PM	Hail	1.00 in.	0	0	0	0
Allen	6/14/2003	4:23 PM	Hail	1.50 in.	0	0	0	0
Plano	6/14/2003	4:40 PM	Hail	1.00 in.	0	0	0	0
Celina	7/2/2003	4:15 PM	Hail	0.75 in.	0	0	0	0
Anna	7/22/2003	3:46 PM	Hail	0.75 in.	0	0	0	0
McKinney	7/22/2003	4:22 PM	Hail	1.00 in.	0	0	0	0
Plano	7/22/2003	4:45 PM	Hail	0.75 in.	0	0	0	0
McKinney	6/5/2004	4:35 PM	Hail	1.75 in.	0	0	0	0
Frisco	6/19/2004	1:22 PM	Hail	0.88 in.	0	0	0	0
Plano	1/12/2005	5:15 PM	Hail	1.25 in.	0	0	0	0
Wylie	2/22/2005	11:21 PM	Hail	1.00 in.	0	0	0	0
Blue Ridge	2/23/2005	12:15 AM	Hail	0.75 in.	0	0	0	0
Westminster	2/23/2005	12:25 AM	Hail	1.75 in.	0	0	0	0
Plano	4/5/2005	3:50 PM	Hail	1.00 in.	0	0	0	0
Frisco	4/5/2005	4:00 PM	Hail	0.88 in.	0	0	0	0
Frisco	4/5/2005	4:12 PM	Hail	0.75 in.	0	0	0	0
Frisco	4/5/2005	4:14 PM	Hail	1.00 in.	0	0	0	0
Anna	4/5/2005	4:58 PM	Hail	1.75 in.	0	0	0	0
Blue Ridge	4/5/2005	5:50 PM	Hail	1.00 in.	0	0	0	0
Plano	5/25/2005	12:30 PM	Hail	0.75 in.	0	0	0	0
Farmersville	6/13/2005	10:52 PM	Hail	0.88 in.	0	0	0	0
Melissa	5/9/2006	9:04 PM	Hail	1.75 in.	0	0	5K	0
TOTALS:					0	0	5K	0

County Wide	8/21/1990	1730	Tstm Wind	62 kts.	0	0	0	0
County Wide	10/17/1990	1620	Tstm Wind	0 kts.	0	0	0	0
County Wide	4/11/1991	2230	Tstm Wind	0 kts.	0	4	0	0
County Wide	4/17/1991	1711	Tstm Wind	0 kts.	0	0	0	0
County Wide	4/28/1991	1310	Tstm Wind	52 kts.	0	0	0	0
County Wide	4/28/1991	1325	Tstm Wind	50 kts.	0	0	0	0
County Wide	5/4/1991	1620	Tstm Wind	0 kts.	0	0	0	0
County Wide	6/5/1991	1415	Tstm Wind	61 kts.	0	0	0	0
County Wide	7/15/1991	1655	Tstm Wind	65 kts.	0	0	0	0
County Wide	9/24/1991	1200	Tstm Wind	52 kts.	0	0	0	0
County Wide	5/11/1992	2005	Tstm Wind	51 kts.	0	0	0	0
County Wide	5/11/1992	2055	Tstm Wind	51 kts.	0	0	0	0
County Wide	6/6/1992	200	Tstm Wind	0 kts.	0	0	0	0
County Wide	6/8/1992	1535	Tstm Wind	0 kts.	0	0	0	0
County Wide	6/28/1992	512	Tstm Wind	65 kts.	0	0	0	0
County Wide	7/28/1992	1630	Tstm Wind	0 kts.	0	0	0	0
County Wide	8/2/1992	1730	Tstm Wind	0 kts.	0	0	0	0
County Wide	9/2/1992	2221	Tstm Wind	0 kts.	0	0	0	0
County Wide	9/2/1992	2240	Tstm Wind	0 kts.	0	0	0	0
County Wide	9/2/1992	2245	Tstm Wind	61 kts.	0	0	0	0
County Wide	9/2/1992	2305	Tstm Wind	0 kts.	0	0	0	0
County Wide	9/2/1992	2350	Tstm Wind	0 kts.	0	0	0	0
County Wide	11/1/1992	100	Tstm Wind	0 kts.	0	0	0	0
McKinney	10/19/1993	400	Thunderstorm Winds	N/A	0	0	50K	0
Frisco	4/2/1994	2015	Thunderstorm Winds	N/A	0	0	5K	0
County Wide	4/4/1994	1600	High Wind	0 kts.	0	0	50K	0
County Wide	4/25/1994	900	High Winds	0 kts.	0	0	500K	500K

County Wide	2/26/1996	11:00 AM	High Wind	52 kts.	0	0	25K	0
Plano	4/13/1996	9:24 PM	Tstm Wind	0 kts.	0	0	2K	0
Lucas	4/13/1996	10:09 PM	Tstm Wind	0 kts.	0	0	0	0
Farmersville	4/13/1996	10:10 PM	Tstm Wind	0 kts.	0	0	40K	0
Lucas	5/27/1996	4:15 AM	Tstm Wind	68 kts.	0	0	1K	0
Princeton	6/1/1996	10:45 AM	Tstm Wind	0 kts.	0	0	2K	0
Celina	6/1/1996	10:50 AM	Tstm Wind	0 kts.	0	0	2K	0
Frisco	6/1/1996	10:50 AM	Tstm Wind	0 kts.	0	0	2K	0
Prosper	6/1/1996	10:50 AM	Tstm Wind	0 kts.	0	0	2K	0
Prosper	6/6/1996	9:20 PM	Tstm Wind	52 kts.	0	0	0	0
Prosper	6/6/1996	9:30 PM	Tstm Wind	0 kts.	0	0	20K	0
McKinney	6/6/1996	9:35 PM	Tstm Wind	0 kts.	0	0	3K	0
Frisco	6/6/1996	9:40 PM	Tstm Wind	0 kts.	0	0	0	0
McKinney	6/6/1996	9:40 PM	Tstm Wind	0 kts.	0	0	2K	0
Plano	6/12/1996	5:10 PM	Tstm Wind	0 kts.	0	0	0	0
Plano	6/15/1996	4:10 PM	Tstm Wind	0 kts.	0	0	20K	0
Plano	6/15/1996	4:31 PM	Tstm Wind	0 kts.	0	0	0	0
McKinney	6/17/1996	4:55 PM	Tstm Wind	0 kts.	0	0	10K	0
Weston	7/8/1996	4:30 PM	Tstm Wind	0 kts.	0	0	5K	0
Princeton	7/30/1996	6:45 PM	Tstm Wind	0 kts.	0	0	14K	0
Plano	8/11/1996	7:50 PM	Tstm Wind	0 kts.	0	0	2K	0
Fairview	8/11/1996	8:14 PM	Tstm Wind	0 kts.	0	0	2K	0
Wylie	8/11/1996	8:14 PM	Tstm Wind	0 kts.	0	0	2K	0
Plano	10/21/1996	10:50 AM	Tstm Wind	0 kts.	0	0	3K	0
Plano	3/29/1997	9:52 PM	Tstm Wind	52 kts.	0	0	0	0
Allen	3/29/1997	10:16 PM	Tstm Wind	52 kts.	0	0	20K	0
Lavon	3/29/1997	10:20 PM	Tstm Wind	0 kts.	0	0	2K	0
Plano	4/22/1997	3:30	Tstm Wind	0 kts.	0	0	50K	0

Blue Ridge	10/2/1998	7:15 PM	Tstm Wind	0 kts.	0	0	2K	0
Plano	11/9/1998	11:10 PM	Tstm Wind	50 kts.	0	0	0	0
Celina	2/6/1999	7:55 PM	Tstm Wind	0 kts.	0	0	1K	0
Plano	4/26/1999	8:00 AM	Tstm Wind	0 kts.	0	0	0K	0
Celina	5/9/1999	11:40 PM	Tstm Wind	0 kts.	0	0	0K	0
McKinney	5/9/1999	11:40 PM	Tstm Wind	0 kts.	0	0	0K	0
Plano	5/9/1999	11:45 PM	Tstm Wind	0 kts.	0	0	0K	0
Wylie	2/25/2000	10:35 PM	Tstm Wind	61 kts.	0	0	0	0
Lavon	2/25/2000	11:17 PM	Tstm Wind	52 kts.	0	0	0	0
Lavon	2/25/2000	11:30 PM	Tstm Wind	0 kts.	0	1	40K	0
Plano	2/25/2000	11:40 PM	Tstm Wind	61 kts.	0	0	0	0
Plano	2/25/2000	11:45 PM	Tstm Wind	0 kts.	0	0	2K	0
Allen	3/2/2000	6:30 PM	Tstm Wind	0 kts.	0	0	25K	0
Murphy	5/12/2000	4:25 PM	Tstm Wind	0 kts.	0	0	10K	0
Frisco	5/27/2000	4:20 PM	Tstm Wind	57 kts.	0	0	0	0
Royse City	5/27/2000	4:30 PM	Tstm Wind	0 kts.	0	0	1K	0
Wylie	5/27/2000	4:50 PM	Tstm Wind	61 kts.	0	0	0	0
Princeton	2/24/2001	11:20 AM	Tstm Wind	0 kts.	0	0	50K	0
County Wide	4/11/2001	4:17 AM	High Wind	57 kts.	0	0	0	0
County Wide	5/20/2001	10:45 PM	High Wind	36 kts.	0	0	0	0
McKinney	5/28/2001	12:08 AM	Tstm Wind	57 kts.	0	0	0	0
County Wide	6/14/2001	6:45 PM	Tstm Wind	58 kts.	0	0	0	0
McKinney	6/14/2001	7:00 PM	Tstm Wind	61 kts.	0	0	0	0
Melissa	9/18/2001	6:05 PM	Tstm Wind	73 kts.	0	0	0	0
Celina	10/10/2001	10:51 PM	Tstm Wind	52 kts.	0	0	0	0
Frisco	10/12/2001	7:30 PM	Tstm Wind	0 kts.	0	0	50K	0
McKinney	10/12/2001	8:20 PM	Tstm Wind	52 kts.	0	0	0	0
Celina	8/25/2002	2:26	Tstm Wind	52	0	0	10K	0

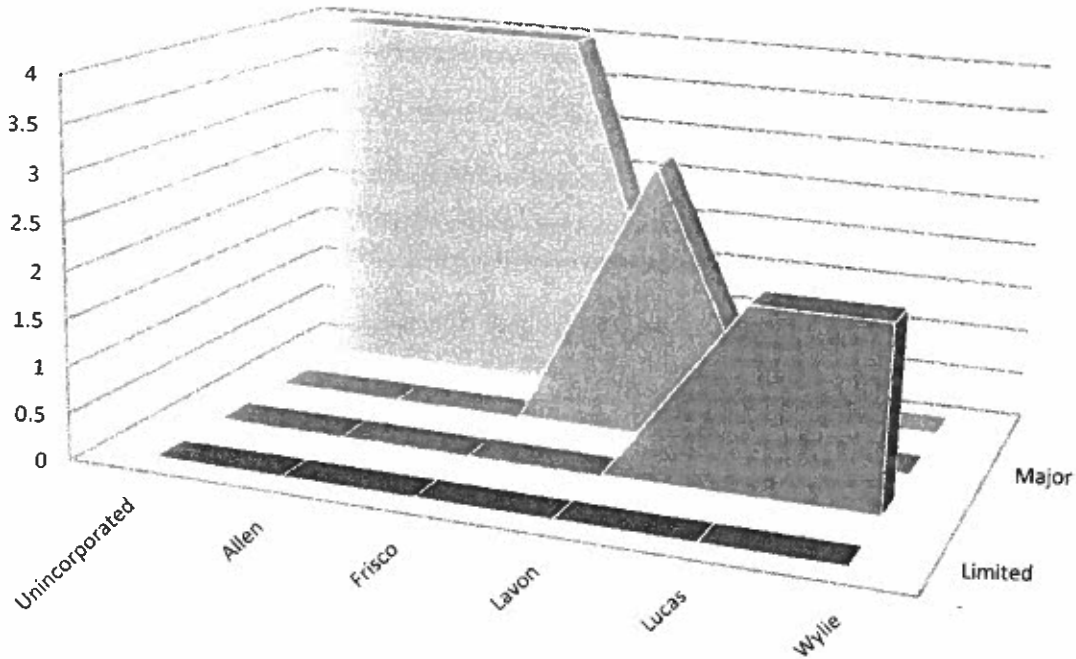
Nevada	12/4/1998	1:00 AM	Flash Flood	N/A	0	0	0	0
Lavon	5/17/1999	3:33 PM	Flash Flood	N/A	0	0	0	0
Plano	6/8/1999	7:00 PM	Flash Flood	N/A	0	0	0	0
Farmersville	6/4/2000	2:15 AM	Flash Flood	N/A	0	0	0	0
Murphy	6/11/2000	12:55 PM	Flash Flood	N/A	0	0	0	0
Wylie	6/15/2000	2:00 AM	Flash Flood	N/A	0	0	0	0
County Wide	2/16/2001	1:34 AM	Flash Flood	N/A	0	0	0	0
County Wide	2/16/2001	3:51 AM	Flash Flood	N/A	0	0	0	0
McKinney	5/6/2001	1:28 AM	Flash Flood	N/A	0	0	0	0
Melissa	10/19/2002	2:05 AM	Flash Flood	N/A	0	0	25K	0
Plano	12/30/2002	2:30 PM	Flash Flood	N/A	0	0	0	0
Plano	8/15/2005	7:45 PM	Flash Flood	N/A	0	0	0	0
County Wide	3/19/2006	3:00 PM	Flash Flood	N/A	0	0	0	0
McKinney	1/12/2007	5:15 PM	Flash Flood	N/A	0	0	0K	0K
McKinney	3/30/2007	8:00 PM	Flash Flood	N/A	0	0	0K	0K
TOTALS:					0	0	45K	0

33 DROUGHT event(s) were reported in Collin County, Texas between 1996 and 2010

Location or County	Date	Time	Type	Mag	Dth	Inj	PrD	CrD
County Wide	4/1/1996	12:01 AM	Drought	N/A	0	0	0	25.0M
County Wide	5/1/1996	12:01 AM	Drought	N/A	0	0	0	25.0M
County Wide	8/1/1996	12:00 AM	Drought	N/A	0	0	0	0
County Wide	7/1/1998	12:00 AM	Drought	N/A	0	0	0	OK
County Wide	8/1/1998	12:00 AM	Drought	N/A	0	0	0	0
County Wide	9/1/1998	12:00 AM	Drought	N/A	0	0	0	0
County Wide	10/1/1998	12:00 AM	Drought	N/A	0	0	0	135.0M
County Wide	7/1/2000	12:00 AM	Drought	N/A	0	0	0	0
County Wide	8/1/2000	12:00 AM	Drought	N/A	0	0	0	0
County Wide	8/1/2000	12:00 AM	Drought	N/A	0	0	0	0
County Wide	9/1/2000	12:00 AM	Drought	N/A	0	0	0	0
County Wide	9/1/2000	12:00 AM	Drought	N/A	0	0	0	0
County Wide	10/1/2000	12:00 AM	Drought	N/A	0	0	0	64.0M
County Wide	5/1/2005	12:00 AM	Drought	N/A	0	0	0	60.0M
County Wide	6/1/2005	12:00 AM	Drought	N/A	0	0	0	60.0M
County Wide	7/1/2005	12:00 AM	Drought	N/A	0	0	0	60.0M
County Wide	8/1/2005	12:00 AM	Drought	N/A	0	0	0	60.0M
County Wide	8/28/2005	12:00 AM	Drought	N/A	0	0	360K	230.0M
County Wide	9/1/2005	12:00 AM	Drought	N/A	0	0	0	60.0M
County Wide	10/1/2005	12:00 AM	Drought	N/A	0	0	0	60.0M
County Wide	11/1/2005	12:00 AM	Drought	N/A	0	0	0	120.0M
County Wide	12/1/2005	12:00 AM	Drought	N/A	0	0	0	120.0M
County Wide	1/1/2006	12:00 AM	Drought	N/A	0	0	0	1.0B
County Wide	2/1/2006	12:00 AM	Drought	N/A	0	0	0	300.0M
County Wide	3/1/2006	12:00 AM	Drought	N/A	0	0	0	200.0M
County Wide	4/1/2006	12:00 AM	Drought	N/A	0	0	100.0M	0
County Wide	5/1/2006	12:00 AM	Drought	N/A	0	0	0	100.0M
County Wide	6/6/2006	12:00 AM	Drought	N/A	0	0	0	100.0M
County Wide	7/1/2006	12:00 AM	Drought	N/A	0	0	0	100.0M
County Wide	8/1/2006	12:00 AM	Drought	N/A	0	0	0	100.0M
County Wide	9/1/2006	12:00 AM	Drought	N/A	0	0	0	80.0M
County Wide	10/1/2006	12:00 AM	Drought	N/A	0	0	500K	500K
County Wide	11/1/2006	12:00 AM	Drought	N/A	0	0	OK	800K
TOTALS:					0	0	100.860M	3.060B

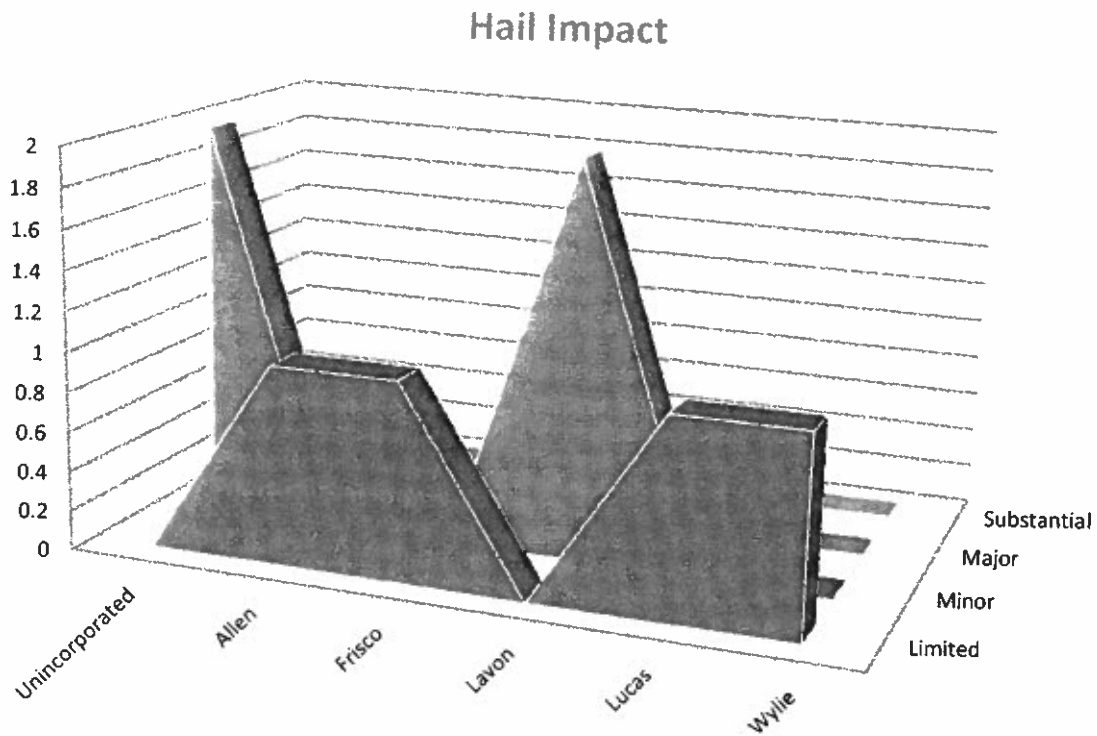
Utilizing the provided definitions, anticipated extent on 3-24, and land usage maps (built-out) provided in Map Series G the participating jurisdictions have assessed the impact of Tornado event to be as follows:

Tornado Impact



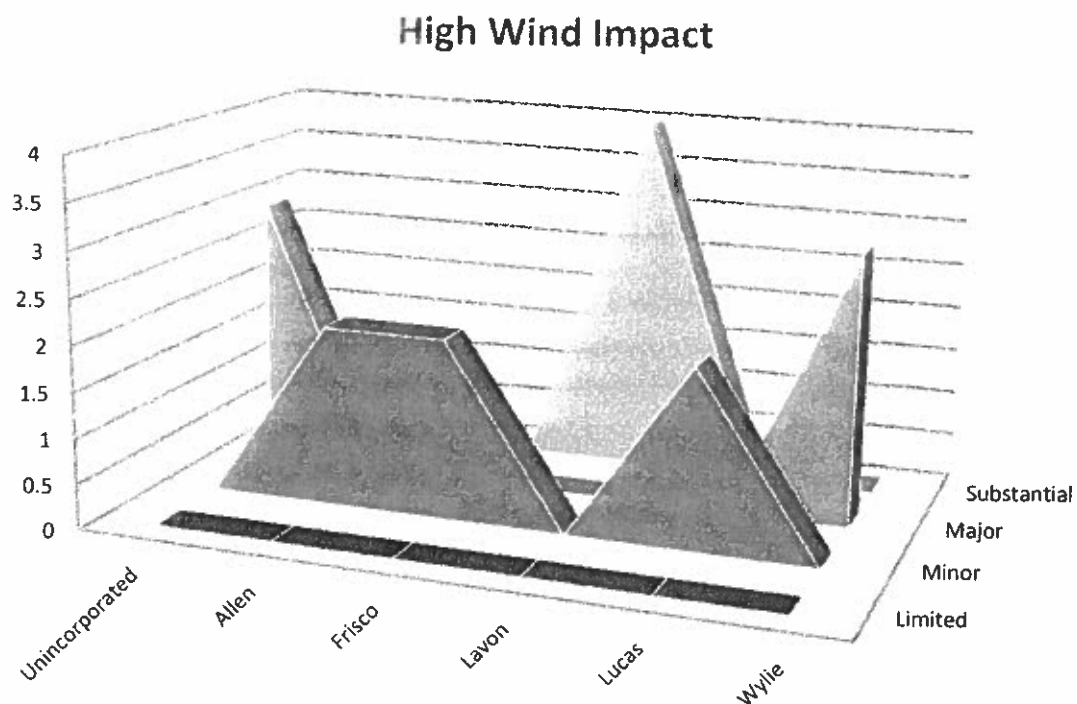
	Unincorporated	Allen	Frisco	Lavon	Lucas	Wylie
■ Limited						
■ Minor						
■ Major					2	2
■ Substantial	4	4	4	3		

Utilizing the provided definitions, anticipated extent on 3-24, and the land usage maps (built-out) provided in Map Series G the participating jurisdictions have assessed the Impact of a Hail Event to be as follows:



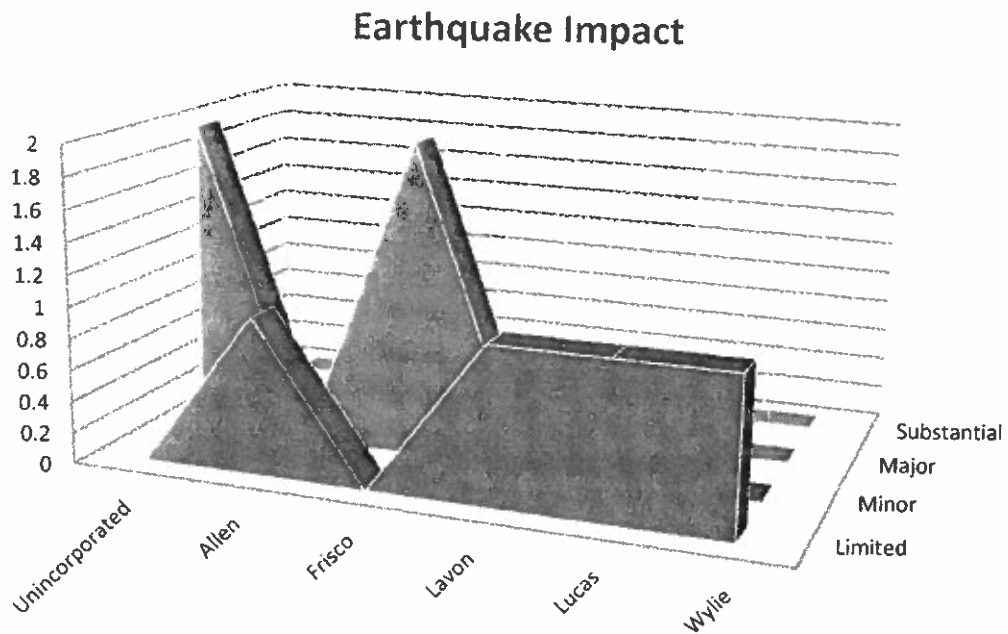
	Unincorporated	Allen	Frisco	Lavon	Lucas	Wylie
■ Limited		1	1		1	1
■ Minor	2			2		
■ Major						
■ Substantial						

Utilizing the provided definitions, anticipated extent on 3-24, and the land usage maps (built-out) provided in Map Series G the participating jurisdictions have assessed the Impact of a High Wind Event to be as follows:



	Unincorporated	Allen	Frisco	Lavon	Lucas	Wylie
■ Limited						
■ Minor		2	2		2	
■ Major	3					3
■ Substantial				4		

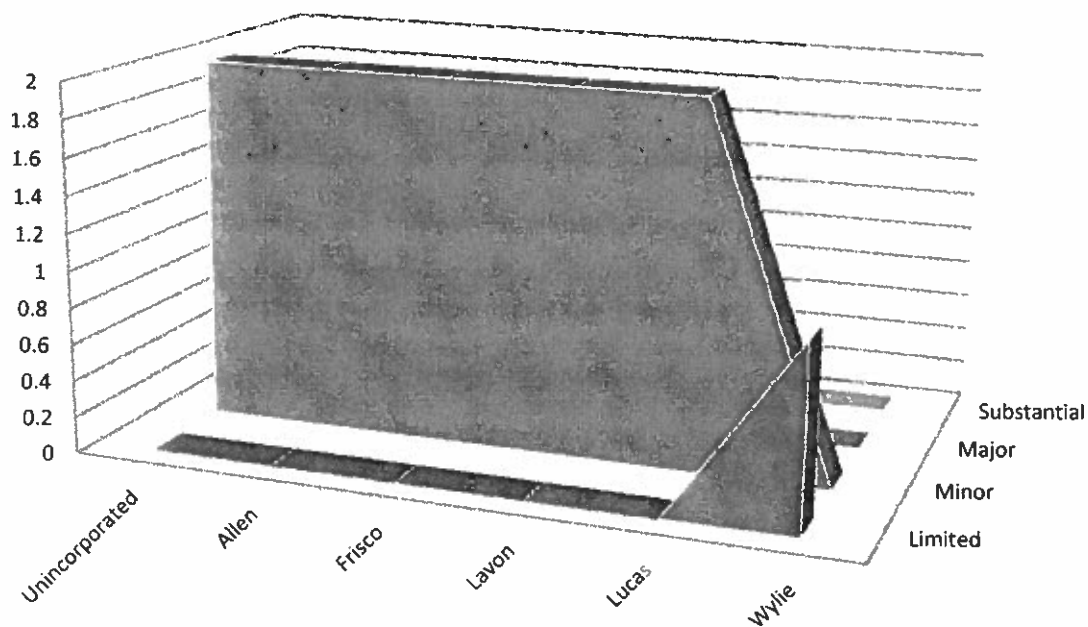
Utilizing the provided definitions, the historical records, the participating jurisdictions have assessed the Impact of an Earthquake Event to be as follows:



	Unincorporated	Allen	Frisco	Lavon	Lucas	Wylie
■ Limited		1		1	1	1
■ Minor	2		2			
■ Major						
■ Substantial						

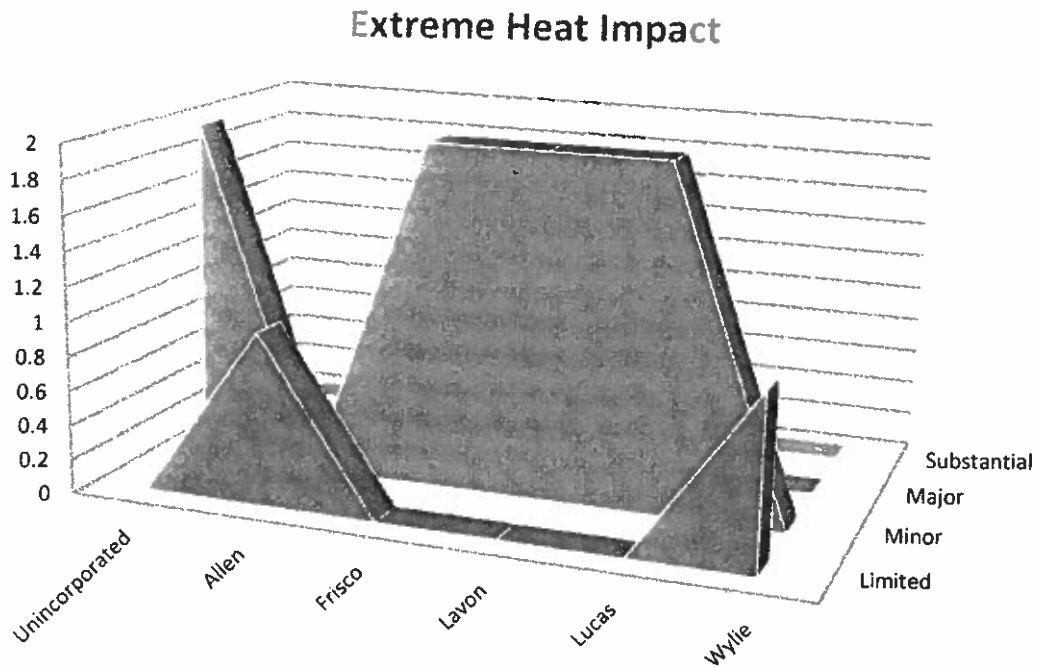
Utilizing the provided definitions, anticipated extent on 3-24, and the land usage maps (built-out) provided in Map Series G the participating jurisdictions have assessed the Impact of a Winter Storm Event to be as follows:

Winter Storm Impact



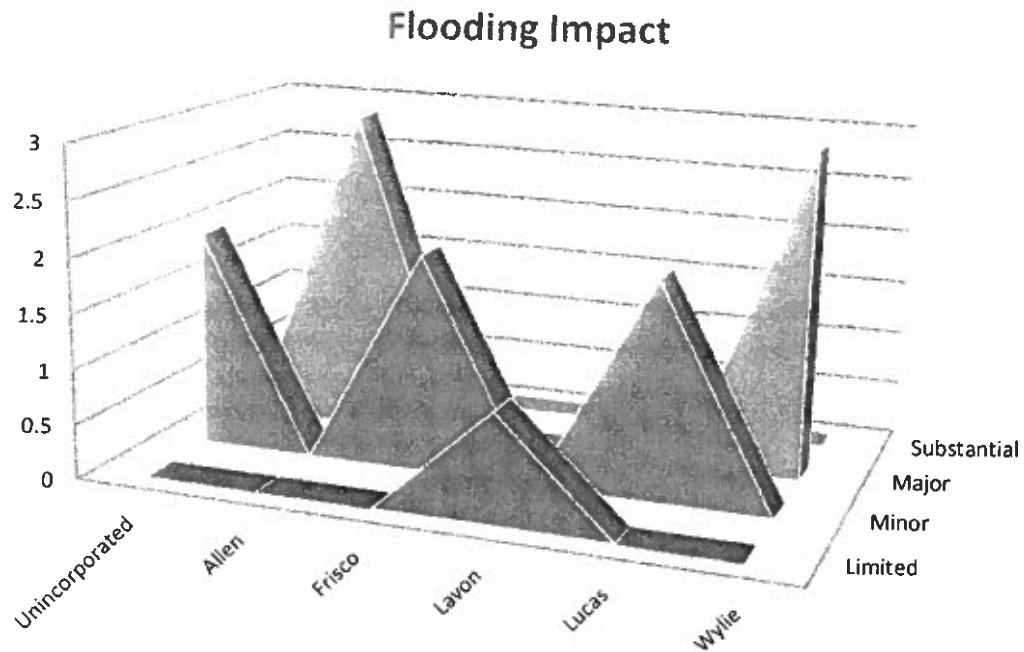
	Unincorporated	Allen	Frisco	Lavon	Lucas	Wylie
Limited						1
Minor	2	2	2	2	2	
Major						
Substantial						

Utilizing the provided definitions, anticipated extent on 3-24, and the land usage maps in order to have an understanding of the residential population provided in Map Series G the participating jurisdictions have assessed the Impact of an Extreme Heat Event to be as follows:



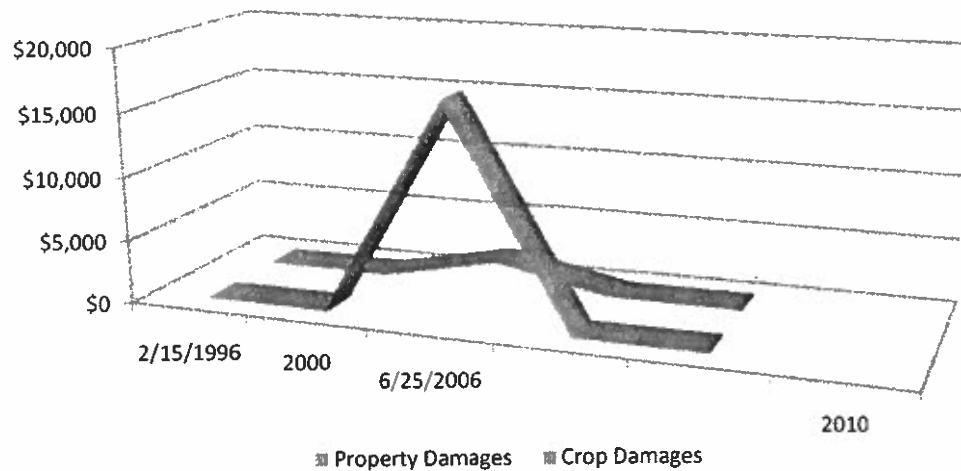
	Unincorporated	Allen	Frisco	Lavon	Lucas	Wylie
■ Limited		1				1
■ Minor	2		2	2	2	
■ Major						
■ Substantial						

Utilizing the provided definitions, anticipated extent on 3-24, and the land usage maps (built-out) overlaid with Flood Zones, provided in Map Series H the participating jurisdictions have assessed the Impact of a Flooding Event to be as follows:

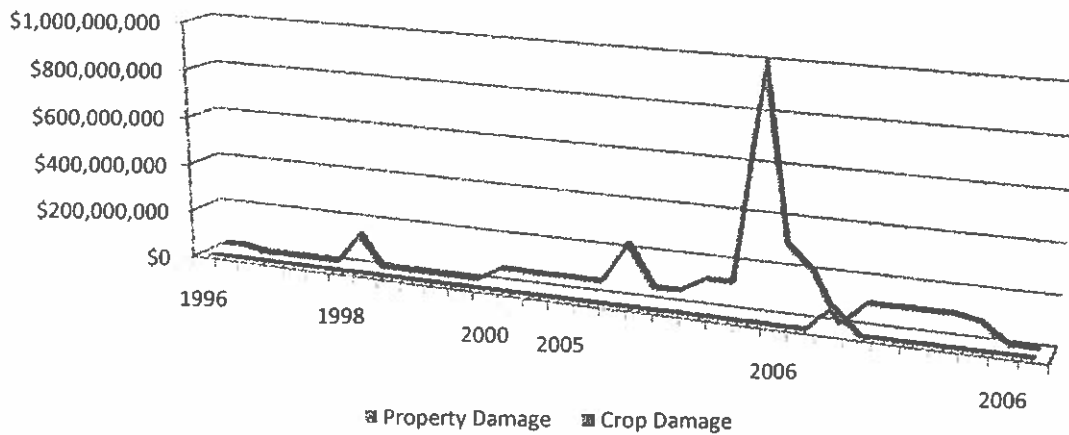


	Unincorporated	Allen	Frisco	Lavon	Lucas	Wylie
■ Limited				1		
■ Minor	2		2		2	
■ Major		3				3
■ Substantial						

Wildland Fire According to the historical data recorded by the National Climatic Data Center there have been two Wild and Forest Fire Events during 1996-2007. One of these events has caused a recorded total of \$17,000 in property damage and \$2,000 in crop damages. Using these historical values over the time span of 10 years the average per year is 0.18 events occurring per year with 0.09 causing property and crop damage. (According to the National Climatic Data Center there have been no recorded injuries or deaths due to Wildland Fire)



Drought According to the historical data recorded by the National Climatic Data Center there have been 33 Drought Events between 1950 and 2010. These events have caused \$100,860,000 in Property Damage and \$3,063,000,000 in Crop Damage. Using these historical values over the time span of 60 years the average per year is .55 events occurring per year resulting in an average of \$3,056,363 in property damage per event and \$9,218,181 in Crop Damage per event. (According to the National Climatic Data Center there have been no recorded injuries or deaths due to drought)



3.6 Structures, Losses, and Trends

In order to better understand and mitigate vulnerabilities to natural hazards an overview assessment of the types of structures in the planning areas has been conducted. This overview shows those structures which are either in a greater vulnerability area (i.e. 100 yr flood zone) or those who are traditionally known to not withstand natural hazards, which incorporate severe weather elements such as strong wind, hail, severe rains, and lightning. This section details vulnerability in terms of the types and numbers of existing and future buildings, infrastructure, and critical facilities located in the planning area, and estimates the potential dollar losses to those vulnerable structures.

Planning Methodology for Structure Vulnerability Assessment

Sources: Appraisal District and FEMA Q3 Flood Zones

Collin County Local Mitigation Strategy

To determine structure vulnerability in terms of types and numbers data was used from the Denton County Appraisal District to determine parcel data for land and structure total value. This was then broken out into categories and sub-categories as needed of residential, commercial and utilities, and infrastructure to differentiate between the types of structures and the different vulnerabilities each type presented. The parcel data was mapped using GIS layers and overlays consisting of FEMA Q3 Flood Zones, Critical Infrastructure, and Landuse maps to provide information regarding targeted hazard vulnerabilities.

For planning purposes, parcel data used represents the average number of specific types of structures within those parcels. The value for each of the types of structures represented within the specific parcel is aggregated structure value for the specific structure type based on Appraisal District Data. Parcels which intersect the floodplain are considered to have a vulnerability assessment of impacted, regardless of whether the entire parcel was encompassed by the floodplain.

Hazard Specific Structure Vulnerability The hazards identified within the Collin County Local Mitigation Strategy affect structures to different extents based on previous occurrence and event data and forecast for the future, as well as extent and impact forecasted for future events. Hazards that affect the entire planning area and those structures throughout the planning area are detailed below.

As in section 3.1 hazards will continue to be divided by those which have the potential to affect the entire planning area equally and those which occur in geographical specific locations.

The following hazards affect the entire planning area equally thus will rely on the structure value charts from page 3-74.

Drought Based on the 33 reported drought events in Collin County resulting in \$100,860,000 in structure damage; the previous events occurrence forecast of likely to highly likely; and that the extent of drought in the planning area has been assessed as an overall low, the estimated damage to structures within the planning area from drought in the future is approximately \$5,043,000 in property damage for all structure types during the next drought event. The structure types most vulnerable to drought are infrastructure and all types of buildings (residential, commercial, and utilities). Based on assessment, the next drought event is likely to occur within the next 1-3 years. The Residential Chart and Commercial and Utilities Chart on 3-74 identify the types of structures and their values which are vulnerable to this hazard.

Medium

- PDSI 1.00- 2.99
- Mild to moderate drought conditions

Earthquake Based on having no previous earthquake occurrence within the boundaries of Collin County; previous events occurrence forecast of unlikely; and that the extent of an earthquake in the planning area has been assessed as low; the estimated damage to structures within the planning area is relatively low. An assessed rating of low, as depicted in the extent section, determines that the effect on structures would be relatively minor. As stated in 3.1, all structures are equally vulnerable to the possibility of the New Madrid Fault. Residential Chart and Commercial and Utilities Chart on 3-74 identify the types of structures and their values which are vulnerable to this hazard.

Low

- Mercalli Scale: I-IV
- Richter Scale: 0-4.8
- Range of feeling the event is cannot be felt to being felt outdoors. Doors may swing close and liquids may be disturbed

Extreme Heat Extreme heat would have the same effect on structures as drought would, however, if drought and extreme heat were to occur simultaneously the effect would be magnified and is estimated to cause additional structure damage.

Medium

- Heat Index 105F-129F
- Cascading effect to technological hazards such as power outages, road hazards, and potential train derailments

Hail Based on the previous 210 recorded hail events in Collin County caused a total of \$5,000 in structure damage; previous events occurrence forecast ranging from likely to highly likely; and that the extent of hail in the planning area has been assessed as overall medium; the estimated damage to structures within the planning area is an average per year of \$87.72 in structure damage, affecting all structure types. Residential structures, especially manufactured and single family homes, are particularly vulnerable to the effects of hail. The Residential Chart and Commercial and Utilities Chart on 3-74 identify the types of structures and their values which are vulnerable to this hazard.

Medium

- H5-H6, 1.6"-2.4"
- There will be a range of severe damage from well constructed houses being destroyed to houses being swept away

High Winds Based on the historical data for the 244 high wind events in Collin County causing a total of \$4,658,000 in structure damage; previous events occurrence forecast of highly likely; and that the extent of high winds in the planning area has been assessed as overall medium; the estimated damage

Medium

- Force: 4-6
- Knots: 11-27
- Dust, leaves, and loose paper lifted. Small to Large branches moving. Branches have the potential to damage structures.

Single Family Homes						
	5%		10%		15%	
County	321	\$43,160,181	642	\$86,320,363	963	\$129,480,544
Allen	1203	\$252,070,350	2406	\$504,140,700	3609	\$756,211,051
Frisco	952	\$24,717,542	1904	\$49,435,085	2856	\$74,152,627
Lavon	38	\$5,917,483	75	\$11,834,966	113	\$17,752,450
Lucas	81	\$25,734,615	162	\$51,469,231	242	\$77,203,846
Wylie	560	\$82,741,424	1121	\$165,482,849	1681	\$248,224,273
Total	3155	\$434,341,597	6309	\$868,683,194	9464	\$1,303,024,791

Multi-Family Homes						
	5%		10%		15%	
County	46	\$1,485,390	92	\$2,970,780	138	\$4,456,170
Allen	15	\$140,557,482	30	\$281,114,963	45	\$421,672,445
Frisco	71	\$28,649,693	142	\$57,299,386	213	\$85,949,079
Lavon	27	\$410,458	54	\$820,917	81	\$1,231,375
Lucas	8	\$551,080	17	\$1,102,161	25	\$1,653,241
Wylie	9	\$3,119,873	19	\$6,239,746	28	\$9,359,619
Total	177	\$174,773,976	353	\$349,547,953	530	\$524,321,929

Mobile Homes						
	5%		10%		15%	
County	119	\$6,308,702	238	\$12,617,404	357	\$18,926,105
Allen	0	\$0	0	\$0	0	\$0
Frisco	9	\$396,492	17	\$792,985	26	\$1,189,477
Lavon	0	\$8,690	0	\$17,379	0	\$26,069
Lucas	1	\$93,757	2	\$187,514	3	\$281,271
Wylie	1	\$69,071	3	\$138,141	4	\$207,212
Total	130	\$6,876,712	260	\$13,753,424	390	\$20,630,136

Commercial & Utilities Facilities						
	5%		10%		15%	
County	108	\$4,658,425	217	\$9,316,849	325	\$13,975,274
Allen	14	\$30,201,746	28	\$60,403,492	42	\$90,605,238
Frisco	19	\$69,140,694	38	\$138,281,388	56	\$207,422,082
Lavon	1	\$344,156	2	\$688,313	3	\$1,032,469
Lucas	1	\$99,093	1	\$198,187	2	\$297,280
Wylie	13	\$7,196,856	27	\$14,393,712	40	\$21,590,569
Total	156	\$111,640,970	312	\$223,281,940	468	\$334,922,911

**Unincorporated Collin County
Flood Vulnerability: Single Family Homes**

Number of Single Family Homes	Value	Value Range
95	\$2,123,899.00	Less than \$50,000
110	\$8,335,035.00	\$50,000-\$100,000
175	\$26,107,284.00	\$100,000 - \$200,000
93	\$22,540,699.00	\$200,000 - \$300,000
46	\$15,493,163.00	\$300,000 - \$400,000
34	\$17,003,473.00	\$400,000 or More
Total	553	\$91,603,553.00

**City of Allen
Flood Vulnerability: Single Family Homes**

Number of Single Family Homes	Value	Value Range
11	\$221,288.00	Less than \$50,000
8	\$599,949.00	\$50,000-\$100,000
110	\$17,753,113.00	\$100,000 - \$200,000
51	\$11,923,992.00	\$200,000 - \$300,000
24	\$8,056,058.00	\$300,000 - \$400,000
66	\$37,926,012.00	\$400,000 or More
Total	270	\$76,480,412.00

**City of Frisco
Flood Vulnerability: Single Family Homes**

Number of Single Family Homes	Value	Value Range
20	\$156,599.00	Less than \$50,000
11	\$786,010.00	\$50,000-\$100,000
157	\$23,891,904.00	\$100,000 - \$200,000
249	\$61,463,389.00	\$200,000 - \$300,000
70	\$24,557,743.00	\$300,000 - \$400,000
178	\$148,755,395.00	\$400,000 or More
Total	685	\$259,611,040.00

City of Wylie
Flood Vulnerability: Mobile Homes

Number of Manufactured Homes	Value	Value Range
0	\$0.00	Less than \$5,000
0	\$0.00	\$5,000-\$10,000
0	\$0.00	\$10,000 - \$15,000
0	\$0.00	\$15,000 - \$20,000
0	\$0.00	\$25,000 - \$30,000
2	\$135,121.00	\$30,000 or More
Total 2	\$135,121.00	

Multi-Family Homes this section details vulnerability in terms of the types and numbers located in the planning area, and estimates the potential dollar losses to those vulnerable structures within each jurisdiction of the CoLMS.

Collin County
Flood Vulnerability: Multi-Family Homes

Number of Multi-Family Homes	Value	Value Range
49	\$450,436.00	Less than \$50,000
0	\$0.00	\$50,000-\$100,000
0	\$0.00	\$100,000 - \$200,000
1	\$243,391.00	\$200,000 or More
Total 50	\$693,827.00	

City of Allen
Flood Vulnerability: Multi-Family Homes

Number of Multi-Family Homes	Value	Value Range
0	\$0.00	Less than \$50,000
7	\$602,380.00	\$50,000-\$100,000
1	\$124,000.00	\$100,000 - \$200,000
2	\$26,974,490.00	\$200,000 or More
Total 10	\$27,700,870.00	

Commercial and Utilities Facilities this section details vulnerability in terms of the types and numbers located in the planning area, and estimates the potential dollar losses to those vulnerable structures within each jurisdiction of the CoLMS.

Collin County
Flood Hazard Vulnerability: Commercial & Utilities Facilities

Number of Commercial & Utilities Facilities	Value	Value Range
157	\$5,061,245.00	Less than \$100,000
22	\$3,048,574.00	\$100,000-\$400,000
6	\$3,533,630.00	\$400,000 - \$1 Mil
2	\$3,456,918.00	\$1 Mil or More
Total 187	\$15,100,367.00	

City of Allen
Flood Hazard Vulnerability: Commercial & Utilities Facilities







Number of Commercial & Utilities Facilities	Value	Value Range
1	\$89,250.00	Less than \$100,000
3	\$790,222.00	\$100,000-\$400,000
5	\$3,440,531.00	\$400,000 - \$1 Mil
7	\$26,130,467.00	\$1 Mil or More
Total 16	\$30,450,470.00	

City of Frisco
Flood Hazard Vulnerability: Commercial & Utilities Facilities

Number of Commercial & Utilities Facilities	Value	Value Range
1	\$77,141.00	Less than \$100,000
3	\$583,162.00	\$100,000-\$400,000
6	\$4,289,579.00	\$400,000 - \$1 Mil
19	\$21,912,806.00	\$1 Mil or More
Total 29	\$26,862,688.00	

Map G.5
Regional Mitigation
Strategy
Collin County
City of Wylie
Landuse with
Critical Infrastructure



- Legend**
- F** Fire
- P** Police
-  Hospital
-  Emergency Operations Center
-  Lakes
-  Residential
-  Commercial
-  Undeveloped



Emergency Preparedness

[illegible]

Emergency Preparedness

North Carolina Forest Council of
May Checked Agt. American Woods
2170-40-10-11

The first of these is the fact that the
 Government has been unable to
 secure the necessary funds to
 carry out its policy. This is due
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 policy. This is due to the fact
 that the Government has been
 unable to secure the necessary
 funds to carry out its policy.

3.7 Repetitive Loss Properties

Vulnerability of Repetitive Loss Properties The National Flood Insurance Reform Act of 2004 recognized repetitive loss as a significant problem and defined severe repetitive loss as:

- Four or more paid flood losses of more than \$1,000 each; or
- Two paid flood losses within a 10-year period that, in the aggregate, equal or exceed the current value of the insured property; or
- Three or more paid losses that, in the aggregate, equal or exceed the current value of the insured property.

The loss history includes all flood claims paid on an insured property, regardless of any change of ownership, since the building's construction or back to 1978 if the building was constructed prior to 1978.

The following chart lists all known losses for the Collin County planning area and was utilized in identifying Repetitive Loss property based on the FEMA screening criteria.

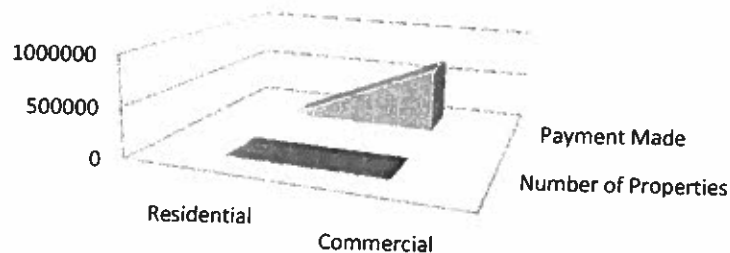
Texas Loss Statistics from January 1, 1978 through report AS OF 04/30/2009					
Community Name	Total Payments	Closed Losses	Open Losses	CWOP Losses	Total Losses
Collin County	695,343.81	23	0	8	31
City of Allen	3,647.45	2	0	1	3
City of Frisco	4,530.65	3	0	3	6
City of Lavon	0	0	0	0	0
City of Lucas	422,239.63	2	0	2	4
City of Wylie	38,900.00	1	0	1	2

Source: <http://bsa.nfipstat.com/reports/1040.htm>

Types and Numbers of Repetitive Loss Properties The National Flood Insurance Program structures that have been repetitively damaged in floods have been assessed within the Collin County LMS, and provide a basis for assessing overall participating jurisdiction vulnerability in the terms of types and numbers of repetitive loss properties located within the identified hazard areas.

The following chart provides an overview for the entire planning area, and subsequent charts provide jurisdiction specific information for types and numbers of repetitive loss properties.

CoLMS Total Repetitive Loss Payments



	Residential	Commercial
■ Number of Properties	0	3
■ Payment Made	\$0.00	\$690,618.00

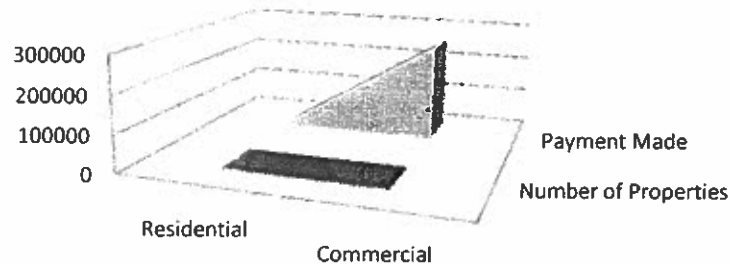
The Cities of Frisco, Lavon, and Lucas did not have any repetitive loss structures.

City of Frisco	Number of Properties	Payment Made
Commercial	N/A	N/A
Residential	N/A	N/A

City of Lavon	Number of Properties	Payment Made
Commercial	N/A	N/A
Residential	N/A	N/A

City of Lucas	Number of Properties	Payment Made
Commercial	N/A	N/A
Residential	N/A	N/A

City of Wylie Repetitive Loss Payments



	Residential	Commercial
■ Number of Properties	0	1
■ Payment Made	\$0.00	\$262,021.00

*Property value and category determined through Collin County Central Tax Appraisal District website
<http://www.collincad.org/search.php>

4.1 Goals

The Collin County Local Mitigation Strategy corporately assessed the mitigation goals of the participating jurisdictions. The following goals and objectives were identified:

Goal 1 Reduce or eliminate loss of life and property damage resulting from severe weather events.

Objective 1-A Provide adequate warning and communication before, during, and after a hazard event

Objective 1-B Expand and coordinate Early Warning Systems currently in use

Objective 1-C Reduce or eliminate loss of life and property damage from tornados through the construction and use of safe rooms or shelter areas

Goal 2 Protect existing and new properties from the effects of all natural hazards.

Objective 2-A Conduct studies to determine hazard and vulnerability threat assessment for all natural hazards

Objective 2-B Rehabilitate or retrofit identified high hazard critical infrastructure.

Objective 2-C Enact and enforce regulatory measures that enforce hazard mitigation measures

Objective 2-D Construct enhancements or additions to current and new facilities which mitigate the effects of natural hazards

Objective 2-E Maintain NFIP compliance, storm water management, and implement drainage projects

Goal 3 Reduce losses and repetitive damages for chronic hazard events while promoting insurance coverage for catastrophic hazards.

Objective 3-A Conduct a hazard/vulnerability assessment of personal properties and structures located in flood zones within Collin County

Objective 3-B Develop and implement a buyout program for those personal properties and structures located in high hazard flood zones starting with those that are most vulnerable to life and property loss

Objective 3-C Develop and execute new programs which identify and reduce threats from natural hazards.

Goal 4 Develop Public Education Campaigns to educate the public on what actions they can take to mitigate the effects of loss of life or property damage resulting from all natural hazards

Objective 4-A Educate the public on risks, threats, and vulnerability from all natural hazards

Objective 4-B Educate the public on actions they can take to prevent or reduce the loss of life or property from all natural hazards

Objective 4-C Develop and implement a community education campaign to heighten public awareness about chronic flooding and options for insurance coverage to protect their personal properties as well as long term benefits from a buyout program

Cost Benefit Review As specified by C.F.R. §201.6(c)(3)(iii), the prioritization also includes a special emphasis on the extent to which benefits are maximized according to a cost benefit review of the proposed project and their associated costs for each jurisdiction.

The comprehensive range of specific mitigation actions and projects being considered in the CoLMS has been determined by each of the Hazard Mitigation Teams. As a part of the prioritization process, there is an emphasis on the use of a cost-benefit review to maximize benefits. Each mitigation action item for the participating jurisdictions has a priority indicator of high, medium, or low, and the cost-benefit review was conducted as a part of determining the priority based on the evaluation criteria of use in current planning mechanisms, public approval, feasibility, and political implications. The priorities were determined by the Hazard Mitigation Teams by examining available jurisdictional funding, local priorities, economic impact, and comparison to special projects, Capitol Improvement Plans, plans and studies, and the benefit of the mitigation action in comparison to another or to no action at all.

Action Item Aggregate Overview The Collin County Local Mitigation Strategy action items are aggregated by hazard in order to present an overview of the hazards individually targeted for mitigation action items by each participating jurisdiction. The action items are listed below by each hazard the action item addresses. For each hazard presented, the participating jurisdiction's action items are listed alphabetically by jurisdiction.

Action Item Complete Listing The complete listing of each participating jurisdiction's action items is detailed below. Each action item addresses how the actions will be implemented and administered, including the responsible department, existing and potential resources, and the timeframe to complete each action. The action item discussion also includes the jurisdiction's assessed priority according to the prioritization methodology utilized, as well as the results of the cost-benefit review.

See the following Table listings for the detailed action item descriptions.

Multi-Hazard Prioritization Scoring	Table 4.A.1
Multi-Hazard Aggregate Overview	Table 4.A.2
Dam Failure Prioritization Scoring	Table 4.B.1
Dam Failure Aggregate Overview	Table 4.B.2
Drought Prioritization Scoring	Table 4.C.1
Drought Aggregate Overview	Table 4.C.2
Earthquakes Prioritization Scoring	Table 4.D.1
Earthquakes Aggregate Overview	Table 4.D.2
Extreme Heat Prioritization Scoring	Table 4.E.1
Extreme Heat Aggregate Overview	Table 4.E.2
Flooding Prioritization Scoring	Table 4.F.1
Flooding Aggregate Overview	Table 4.F.2
Hail Prioritization Scoring	Table 4.G.1
Hail Aggregate Overview	Table 4.G.2
High Winds Prioritization Scoring	Table 4.H.1
High Winds Aggregate Overview	Table 4.H.2
Tornado Prioritization Scoring	Table 4.I.1
Tornado Aggregate Overview	Table 4.I.2
Wildland Fire Prioritization Scoring	Table 4.J.1
Wildland Fire Aggregate Overview	Table 4.J.2
Winter Storm Prioritization Scoring	Table 4.K.1
Winter Storm Aggregate Overview	Table 4.K.2

Jurisdiction Compliance Once the community applies for the NFIP, FEMA arranges for a study of the community to determine base flood elevations and flood risk zones. Consultation with the community occurs at the start of and during the study, and those communities with minimal flood risk are converted to the Regular Program without a study.

FEMA provides the studied community with a Flood Insurance Rate Map delineating base flood elevations and flood risk zones. The community is then given 6 months to adopt base flood elevations in its local zoning and building code ordinances. Once the community adopts more stringent ordinances, FEMA converts the community to the NFIP's Regular Program. FEMA then authorizes the sale of additional flood insurance in the community up to the Regular Program limits. The Community must implement and enforce the adopted floodplain management measures. FEMA provides periodic community assistance visits with local officials to provide technical assistance regarding complying with NFIP floodplain management requirements.

The purchase of flood insurance is mandatory as a condition of receipt of federal or federally-related financial assistance for acquisition and/or construction of buildings in SFHAs of any participating community. Those communities notified as flood-prone which do not apply for participation in the NFIP within 1 year of notification are ineligible for federal or federally-related financial assistance for acquisition, construction, or reconstruction of insurable buildings in the SFHA.

Jurisdiction NFIP Action Items The following is a list of action items for the participating jurisdictions that portray their specific participation in the NFIP as well as demonstrating continued NFIP compliance. Further discussion is provided for each identified action item on their respective page.

See the following Table listings for the detailed action item descriptions.

NFIP Compliance Action Items

Table 4-L

The Community Rating System (CRS) The Community Rating System (CRS) is a voluntary program for NFIP-participating communities. The goals of the CRS are to reduce flood damages to insurable property, strengthen and support the insurance aspects of the NFIP, and encourage a comprehensive approach to floodplain management. All CRS communities must maintain completed FEMA elevation and flood proofing certificates for all new and substantially improved construction in the Special Flood Hazard Area after the date of application for CRS classification.

The Collin County Local Mitigation Strategy will apply for and participate in the CRS program to provide discounted insurance premium incentives for communities to go beyond the minimum floodplain management requirements and to analyze and manage future development.

According to the current CRS document located on the following link <http://www.fema.gov/library/viewRecord.do?id=3629>, there are no communities in Collin County that are currently participating.

Table 4.B.1

Dam Failure Prioritization Scoring

Collin County Unincorporated Mitigation Action Items							
Action Item	Evaluation and Prioritization Criteria					Resolving Priority	Table
	Identified in Current Program	Public Approval	Feasibility	Political Implications	Total Numerical Score		
Conduct a hazard/vulnerability assessment and inundation study on NRCS Flood Retention Structures	1	2	2	2	7	Medium	4 B
Implement results of the hazard/vulnerability assessment and inundation study on NRCS flood retention structures and rehabilitate structures found to have a high hazard	1	2	2	2	7	Medium	4 B

City of Wylie Mitigation Action Items							
Action Item	Evaluation and Prioritization Criteria					Resolving Priority	Table
	Identified in Current Program	Public Approval	Feasibility	Political Implications	Total Numerical Score		
Work with the Corps of Engineers to attain the proper Inundation Studies for Dam Safety. Establish cost efficient action items for the identified inundation zone.	1	2	2	2	7	Medium	4 B
Encourage downstream property owners to participate in the National Flood Insurance Program	1	2	2	2	7	Medium	4 B

Table 4 B 2
Dam Failure: Aggregate Overview

Jurisdiction	Hazard(s) Addressed	Action Item	Goal(s) and Objectives	Priority	Estimated Cost	Potential Funding Sources	Lead Agency/Department Responsible	Implementation Schedule	Effect on New Developments	Effect on Existing Buildings	Cost Effectiveness	Discussion
Collin County Unincorporated	Dam Failure	Conduct a hazard vulnerability assessment and evacuation study on WRCFS Flood Retention Structures	2.A	High	\$0-50K	WRCFS Grant Fund, HMCP	Collin County Development Services, Engineering Department, GIS	A schedule for conducting an engineering analysis of the dam will be developed. The results of the analysis will be used to prioritize hazard classifications on a prioritized basis.	No effect	No effect	The cost of this project is low compared to the potential benefits of the potential elimination of personal injuries, deaths, and property damage that would result from a dam failure.	This project involves the evaluation of each dam's hazard classification and then the steps that will be needed to rehabilitate flood retention structures prioritized based on the estimated amount of damage or loss of life that would be sustained in the event of a flood retention structure failure.
Collin County Unincorporated	Dam Failure	Implement results of the hazard and vulnerability assessment and evacuation study on WRCFS Flood Retention Structures	2.B	High	It will be reported upon results of the hazard and vulnerability assessment and evacuation study.	WRCFS Grant Fund, HMCP	Collin County Development Services, Engineering Department, GIS	Rehabilitation of the dams will be initiated based on the requirements of the grant funding as well as prioritized based on level of hazard potential.	No effect	No effect	The cost of this project is low compared to the potential benefits of the potential elimination of personal injuries, deaths, and property damage that would result from a dam failure.	This project involves the rehabilitation or new construction of each dam and the potential for reduction of personal injuries, deaths, and property damage that would result from a dam failure.
City of Wylie	Dam Failure	Work with the Corps of Engineers to obtain the proper flood retention studies for Dam Safety, Evaluation	2.A	Medium	100	Grant funding should become available will be sought to pay for the costs of such a	Engineering Department	Other funding is required	No effect	No effect	The cost effectiveness will be determined once the City of Wylie has established the current safety of the dam and determine which mitigation actions should be implemented through the study.	The Lavin Lake Dam is operated and maintained by the US Army Corps of Engineers. The City seems to work with the Corps to gauge the current safety of the dam and determine which mitigation actions should be implemented.
City of Wylie	Dam Failure	Encourage downstream property owners within the City of Wylie to participate in the National Flood Insurance Program	2.E	Medium	Minimal costs associated with public education about this hazard.	General budgetary funding will cover the costs of implementation of this program.	Engineering Department	Annual public education effort	Participation in NEIP is low compared to the National Flood Insurance Program. Property owners with recovery efforts following a flooding disaster.	Participation in the National Flood Insurance Program is low compared to the National Flood Insurance Program. Property owners with recovery efforts following a flooding disaster.	The cost to implement this project is low compared to the potential benefits of the potential participation in the National Flood Insurance Program.	Although the city participates in the NEIP, several downstream property owners do not recognize any importance of the NEIP. The city would work to encourage participation in the NEIP, including the benefits of the program and the impact on the recovery process.

Table 4.E.1

Extreme Heat Prioritization Scoring

City of Allen Mitigation Action Items									
Action Item	Evaluation and Prioritization Criteria					Total Numerical Score	Resulting Priority	Table	Type
	Identified in Current Planning	Public Approval	Feasibility	Political Implications					
Develop and Institute water conservation education program to mitigate and reduce the effects of Extreme Heat	1	2	3	3		9	Medium		4-E
City of Lorton Mitigation Action Items									
Action Item	Evaluation and Prioritization Criteria					Total Numerical Score	Resulting Priority	Table	Type
	Identified in Current Planning	Public Approval	Feasibility	Political Implications					
Reduce the impact of Extreme Heat by utilizing green landscaping roofing on all new city construction	1	2	3	2		8	Medium		4-E
City of Lucas Mitigation Action Items									
Action Item	Evaluation and Prioritization Criteria					Total Numerical Score	Resulting Priority	Table	Type
	Identified in Current Planning	Public Approval	Feasibility	Political Implications					
Install misting and cooling stations at the Community Center and athletic fields in order to mitigate the effects of extreme summer heat	1	2	3	2		8	Medium		4-E
City of Wylie Mitigation Action Items									
Action Item	Evaluation and Prioritization Criteria					Total Numerical Score	Resulting Priority	Table	Type
	Identified in Current Planning	Public Approval	Feasibility	Political Implications					
Install cooling and misting stations at athletic fields and other public recreation facilities in order to mitigate effects on citizens from extreme heat	1	2	2	3		8	Medium		4-E

Table 4E.2

Extreme Heat Aggregate Overview

Hazard(s) Addressed	Action Plan	Goals and Objectives Addressed	Priority (High, Medium, Low)	Estimated Cost	Primary Funding Source(s)	Local Implementation Schedule	Effect on New Buildings	Effect on Existing Buildings	Cost Effectiveness	Description
City of Allen	Extreme Heat	Develop and implement a community education program to engage and inform the residents of the effects of extreme heat.	High	\$130,000	Annual Budget Funds	2020	Prioritize use of low-flow devices when constructed.	Promote rebate program for residents to encourage water conservation and savings to building foundations - quality of life in Allen.	The costs are low compared to the potential damage to buildings.	The City of Allen will initiate a water conservation education program in order to educate the public about the hazards of extreme heat as well as mitigate the effects that extreme heat has on the city.
City of Las Cruces	Extreme Heat	Reduce the impact of extreme heat on the community by implementing landscaping and building an all new city constitution.	Medium	\$50,000	Local Funding (MGP)	As new buildings are required	The grant landscaping will reduce overall effect of extreme heat on buildings, making cooling more efficient and reducing the effects of extreme summer heat on the citizens.	No effect	The project is cost effective in the reduction of hazards to citizens as well as the reduced power and electricity requirements for cooling buildings in summer heat.	By addressing landscaping on the roofs and wall vegetation, the city will be able to reduce the impact of extreme heat on the residents.
City of Lubbock	Extreme Heat	Reduce the impact of extreme heat on the community by implementing landscaping and building an all new city constitution.	Low	\$5,000	Local Funding (MGP)	Within two years of building	No effect	No effect	The project is cost effective when compared to the effect of extreme summer heat on citizens and potential health issues of heat stroke that may occur while engaging in athletic activities.	The City of Lubbock is currently in the process of addressing the impact of extreme heat on the community by implementing landscaping and building an all new city constitution.
City of Wylie	Extreme Heat	Reduce the impact of extreme heat on the community by implementing landscaping and building an all new city constitution.	Medium	\$10,000	MGP Local Funding	Within one year of building	No effect	No effect	As the city currently has several buildings that could be utilized for the effects of extreme heat, the costs are minimal and the project is cost effective when compared to the effect of extreme summer heat on the citizens.	As a growing city on the outskirts of many larger areas it is imperative that the City of Wylie has adequate facilities in order to mitigate the effects of extreme heat on the citizens. The City of Wylie is currently in the process of addressing the impact of extreme heat on the citizens by implementing landscaping and building an all new city constitution.

Table 4.F.1

Flooded Prioritization Scoring

City of Allen Mitigation Action Items							
Action Item	Evaluation and Prioritization Criteria				Total Numerical Score	Resulting Priority	Table
	Identified in Current Planning	Public Approval	Feasibility	Political Implications			
Remove Structures from the Floodplain The City of Allen has been designated by the EPA as an urbanized area and therefore must make application to discharge storm water to waters of the United States.	2	1	2	2	7	Medium	4-F
	2	2	2	3	9	Medium	4-F

Collin County Unincorporated Mitigation Action Items							
Action Item	Evaluation and Prioritization Criteria				Total Numerical Score	Resulting Priority	Table
	Identified in Current Planning	Public Approval	Feasibility	Political Implications			
Develop and implement a hazard/vulnerability assessment for personal properties and structures located in the floodplain	1	2	2	2	7	Medium	4-F
Develop and implement a buy out program for personal properties and structures located in the floodplain	1	2	2	2	7	Medium	4-F

City of Levon Mitigation Action Items							
Action Item	Evaluation and Prioritization Criteria				Total Numerical Score	Resulting Priority	Table
	Identified in Current Planning	Public Approval	Feasibility	Political Implications			
Develop and implement a Master Storm Water Drainage Plan for the City	3	3	3	3	12	High	4-F

City of Lucas Mitigation Action Items							
Action Item	Evaluation and Prioritization Criteria				Total Numerical Score	Resulting Priority	Table
	Identified in Current Planning	Public Approval	Feasibility	Political Implications			
Culvert and road grade improvements to prevent flooding at Winninghoff Road ½ mile north of FM 3286	3	3	3	3	12	High	4-F
Culvert and road grade improvements to prevent flooding at Rock Ridge Road ½ mile north of FM 2170	3	3	3	3	12	High	4-F
Culvert and road grade improvements to prevent flooding at Rock Ridge Road ½ mile south of FM 1378	3	3	3	3	12	High	4-F
Culvert improvements to prevent flooding at the intersection of FM 1378 and FM 3286	3	3	3	3	12	High	4-F
Culvert and road grade improvements to prevent flooding at Winninghoff Road ½ mile south of Snider Lane	3	3	3	3	12	High	4-F

City of Wylie Mitigation Action Items							
Action Item	Evaluation and Prioritization Criteria				Total Numerical Score	Resulting Priority	Table
	Identified in Current Planning	Public Approval	Feasibility	Political Implications			
Raise McMillan bridge to reduce flooding.	2	2	2	3	9	Medium	4-F

Table 4.F.2
Hood Aggregate Overview[illegible]

Table 4.G.1

Hail Prioritization Scoring

City of Allen Mitigation Action Items						
Action Item	Evaluation and Prioritization Criteria					Resolving Priority
	Identified in Current Planning	Public Approval	Feasibility	Political Implications	Total Numerical Score	
Develop and institute an educational program for new construction projects and remodeling projects in order to promote the use of hail resistant roofing materials thus mitigation the damage to roofs.	1	1	3	3	8	Medium 4-G

City of Lavon Mitigation Action Items						
Action Item	Evaluation and Prioritization Criteria					Resolving Priority
	Identified in Current Planning	Public Approval	Feasibility	Political Implications	Total Numerical Score	
Implement Building Codes to require new commercial facilities to utilize hail resistant roofing materials	1	2	3	2	8	Medium 4-G

City of Wylie Mitigation Action Items						
Action Item	Evaluation and Prioritization Criteria					Resolving Priority
	Identified in Current Planning	Public Approval	Feasibility	Political Implications	Total Numerical Score	
Complete a feasibility study examining enacting codes requiring new construction/development to implement hail resistant roofing and hail resistant window coverings	1	2	2	2	7	Medium 4-G

Table 4.G.2
Hail Aggregate Overview

Jurisdiction	Hazard(s) Addressed	Adverse Impacts	Goals and Objectives Addressed	Priority	Estimated Cost	Potential Funding Sources	Lead Agency/Department/Response to	Implementation Schedule	Effect on New Buildings	Effect on Existing Buildings	Cost Effectiveness	Discussion
City of Alton	Hail	Damage to existing and new construction projects and remodeling projects in progress	4.B	High	\$25,000	Annual Budget Fund	Fire Marshal/ITC	2009	Promote use of hail resistant roof coverings when built.	Promote use of hail resistant roof coverings when replaced.	Cost is very low when compared to re-roofing costs due to damage of non-hail resistant coverings.	By implementing a public education program on hail resistant construction projects to educate homeowners on the benefits of hail resistant roof coverings, the effects of hail damage will be reduced.
City of Lorton	Hail	Damage to existing and new construction projects and remodeling projects in progress	5.C	Medium	To be determined by market	Local Budget	Emergency Management/Police Department	To be completed after receipt of funding	Hail resistant roofing and siding materials make the potential hazards of property damage as well as possible personal injury due to severe storm and hail.	No effect	The cost effectiveness of the project will be the reduction of damage to property as well as reducing the need for storm cleanup after a storm.	The City of Lorton will enact codes for new development and only construction by requiring developers to install hail resistant siding and window coverings. This reducing the effect of severe weather and damage.
City of Myrtle	Hail	Damage to existing and new construction projects and remodeling projects in progress	2.A	Medium	To be determined by market	Local Budget	Emergency Management/Police Department	To be completed after completion of study	Hail resistant roofing and siding materials make the potential hazards of property damage as well as possible personal injury due to severe storm and hail.	No effect	The cost effectiveness of the project will be identified during the study process and projects will be prioritized based on available funding.	The City of Myrtle will conduct a study to determine the feasibility of requiring such a code for new development and city construction. Conducting a study is a prudent decision. The City of Myrtle will conduct a study of new codes requiring developers to install hail resistant roofing and window coverings.

Table 4.H.1

High Winds Prioritization Scoring

City of Allen Mitigation Action Items							
Action Item	Evaluation and Prioritization Criteria				Total Numerical Score	Resulting Priority	Table
	Identified in Current Planning	Public Approval	Feasibility	Political Implications			
Improve construction standards and techniques. Require, by ordinance, for builders to utilize hurricane clips/tie downs in new construction	2	2	3	3	10	High	4-H

Collin County Unincorporated Mitigation Action Items							
Action Item	Evaluation and Prioritization Criteria				Total Numerical Score	Resulting Priority	Table
	Identified in Current Planning	Public Approval	Feasibility	Political Implications			
Adopt building code requirement by implementing new codes to include wind bracing for high winds on new construction for single-family and two-family housing.	1	2	2	2	7	Medium	4-H

City of Frisco Mitigation Action Items							
Action Item	Evaluation and Prioritization Criteria				Total Numerical Score	Resulting Priority	Table
	Identified in Current Planning	Public Approval	Feasibility	Political Implications			
Inform the public of the risks and consequences of high winds they may face. Educate on the securing of property and response to warnings to mitigate loss						High	4-H

City of Lucas Mitigation Action Items							
Action Item	Evaluation and Prioritization Criteria				Total Numerical Score	Resulting Priority	Table
	Identified in Current Planning	Public Approval	Feasibility	Political Implications			
Establish a program for regular tree limb trimming and maintenance along power lines and critical infrastructure in order to mitigate the effects of damage caused by high winds	1	2	2	2	7	Medium	4-H

City of Wylie Mitigation Action Items							
Action Item	Evaluation and Prioritization Criteria				Total Numerical Score	Resulting Priority	Table
	Identified in Current Planning	Public Approval	Feasibility	Political Implications			
Adopt building code requirement by implementing new codes to include wind bracing for high winds on new construction for single-family and two-family housing.	1	2	2	2	7	Medium	4-H

Table 4 H-2

High Wind Aggregate Overview

Jurisdiction	Hazard/Agent	Action Item	Goal and Objective Addressed	Priority	Estimated Cost	Potential Funding Sources	Lead Agency/Department/Responsible	Implementation Schedule	Effect on Existing Buildings	Effect on New Buildings	Cost Effectiveness	Discussion	
City of Allen	High Wind	Review construction standards and techniques through training by contractors. No building to violate. Provide the benefits of construction.	2-C	High	\$100.00 per building	City budget research into the cost of new homes by building.	Building Department	2009	Increased resistance to wind loading and off of structure.	The effect on existing buildings is negligible.	Cost is very low compared to catastrophic roof removal.	This project would prevent wind from getting underneath building roofs and easily separating them with structures, mitigating the effects of high winds on structures.	
City of Frisco	High Wind	Itemize the building code and the consequences of high winds. Educate on the securing of property and response to emergency to mitigate loss.	2-A, 2-B	High	\$1000-2000 annually	City of Frisco annual budget	Fire Department	This is an ongoing project	Education of safety features.	Education by citizens to secure their homes and businesses. Home inspections more secure.	Cost is low compared to damage that can be done. As well as the fact that the city will also be able to secure the citizens' homes and businesses. Public education campaigns throughout the year.	Public Education on high winds will bring about awareness of the hazard and knowledge of the mitigation steps that can be taken.	
City of Lubbock	High Wind	Stabilize a program for regular use of building and training and maintenance of critical infrastructure. Provide the citizens of Lubbock with the highest level of safety.	2-C	Medium	\$50,000 per year	Local funding	Public Works	Within one year after funding	No effect	No effect	The project is cost effective as it can be attributed to reduced power outages during high winds as well as limited and reduced debris. Maintaining roadways and lower amounts of restricted waterways and avoid areas that can be damaged. The project will also help to reduce the cost of labor for debris removal programs as well as power line repair during severe storms.	The City of Lubbock is comprised primarily of large acre single family home lots with abundant vegetation. Erecting a tree trimming and overhanging clearing program would greatly reduce the disruption of power or power outages during strong winds, as well as reduce the amount of restricted areas for removal after storms. The project will also help to reduce the cost of labor for debris removal programs as well as power line repair during severe storms.	
City of Mays	High Wind	Adopt building code requirements by implementing new codes to include wind bracing for high winds on construction. No single-family and two-family housing.	2-C, 2-D	Medium	Staff time	Departmental budget	Building Department	Within two years	The action will reduce the need for construction by requiring enhanced wind bracing on single-family and two-family housing.	The effect on existing buildings is negligible.	This measure will reduce the costs of wind damage to single-family and two-family housing. The effort will also help to reduce the cost of labor for debris removal programs as well as power line repair during severe storms.	Enhanced wind bracing will help reduce wind damage to single-family and two-family housing.	

Participate in Texas Individual Tornado Safe room Rebate Program	2	2	2	3	9	Medium	4-I
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City of Wylie Mitigation Action Items							
Action Item	Evaluation and Prioritization Criteria				Total Numerical Score	Resulting Priority	Rating
	Identified in Current Planning	Public Approval	Feasibility	Political Implications			
Participate in Texas Individual Tornado Safe room Rebate Program	2	2	2	3	9	Medium	4-I

Table 4.1.2

Tornado Mitigation Overview												
Justification	Hazard(s) Addressed	Action Item	Goal(s) and Objective(s) Addressed	Priority	Estimated Cost	Primary Funding Source(s)	Lead Agency/Department/Responsible Party	Implementation Schedule	Effect on New Buildings	Effect on Existing Buildings	Cost Effectiveness	Discussion
City of Dallas	Tornado	Participate in T-C	Participate in T-C	Low	\$100,000	Capital Improvement Program Local Building Department PDM Work share	City of Dallas Department of Emergency Management PDM Work share	Once funding is received	The action will reduce the effects of tornado high winds and hail by providing a reinforced safe room that residents can use in the event of a tornado. Residents can also use the safe room as a shelter during other emergencies such as hurricanes.	The action will reduce the effects of tornado high winds and hail by providing a reinforced safe room that residents can use in the event of a tornado. Residents can also use the safe room as a shelter during other emergencies such as hurricanes.	This measure will reduce the loss of life and injury to residents and property during a tornado. The measure will provide a safe room for residents and property during a tornado. The measure will provide a safe room for residents and property during a tornado.	The Texas Individual Tornado Safe Room Rebate Program provides financial assistance to build a storm shelter in existing or new homes. The program is available to local, county, and state government entities.

Table 4.J.1

Wildland Fire Prioritization Scoring

City of Lorton Mitigation Action Items									
Action Item	Evaluation and Prioritization Criteria				Total Numerical Score	Resolving Priority	Table		
	Identified in Current Planning	Public Approval	Feasibility	Political Implications					
Implement a program to inspect and clear excessive brush along high-voltage power lines and surrounding land, reducing the vulnerability to citizens located in potential wildland fire areas	1	2	2	2	7	Medium	4-J		
Develop and implement a community awareness program utilizing the City's existing communication outlets including the website and newsletter in order to mitigate the effects of wildland fire	1	2	3	3	9	Medium	4-J		

City of Lucas Mitigation Action Items									
Action Item	Evaluation and Prioritization Criteria				Total Numerical Score	Resolving Priority	Table		
	Identified in Current Planning	Public Approval	Feasibility	Political Implications					
Enact contracts with the Army Corps of Engineers for fuel management along Corps owned properties, easements, and boundaries where the city of Lucas is responsible in order to mitigate the effects of wildland fire	1	2	2	2	7	Medium	4-J		
Implement a program to increase the frequency of inspections and brush clearing along high-voltage power lines and surrounding land, reducing the vulnerability to citizens located in potential wildland fire areas	1	2	2	2	7	Medium	4-J		

City of Wylie Mitigation Action Items									
Action Item	Evaluation and Prioritization Criteria				Total Numerical Score	Resolving Priority	Table		
	Identified in Current Planning	Public Approval	Feasibility	Political Implications					
Develop public education program for landowners who have significant acreage which is susceptible to wildland fires	1	2	2	2	7	Medium	4-J		

Culvert and road grade improvements to prevent flooding at Winningkoff Road 1/4 mile south of Snider Lane	2	2	2	2	8	Medium	4-L
Culvert and road grade improvements to prevent flooding at Winningkoff Road 1/4 mile north of FM 328	2	2	2	2	8	Medium	4-L

City of Wylie Mitigation Action Items							
Action Item	Evaluation and Prioritization Criteria				Total Numerical Score	Proposed Priority	Link
	Identified in Current Plan	Public Approval	Feasibility	Political Possibility			
Encourage downstream property owners (within the City of Wylie) to participate in the National Flood Insurance Program	2	2	2	2	8	Medium	4-L
Maintain Continued NFIP Compliance through continued enforcement and compliance with City ordinance.	2	2	2	2	8	Medium	4-L

City of Wylie	NFIP Compliance	Encourage downstream property owners (within the City of Wylie) to participate in the National Flood Insurance Program	2-E	Medium	Minimal costs associated with public education about the hazard	General budgetary funding will cover the costs of implementation of this program	Engineering Department	Annual public education effort	Purchasing an NFIP policy on new construction assists property owners with recovery efforts following a flooding disaster.	Participation in the National Flood Insurance Program assists property owners with recovery efforts following a flooding disaster.	The cost to implement this project is low compared to the benefits received by participation in the National Flood Insurance Program.	Although the city participates in the NFIP, several downstream property owners do not recognize the importance of holding NFIP policies. The city would work to encourage participation in the NFIP, explaining the benefits of the program and the impact on the recovery process.
	NFIP Compliance	Maintain Continued NFIP Compliance through enforcement and compliance with City ordinance	2-C, 2-E	High	Minimal	Local budget HMG	Engineering Street Dept	The City of Wylie will comply with the NFIP ordinance.	NFIP participation would assist property owners with flood damage following a flooding disaster.	Participation in the NFIP can assist property owners with recovery efforts following a flooding disaster.	By complying with the NFIP ordinance, the city will help maintain the regulatory requirements from NFIP	The City of Wylie has adopted an NFIP ordinance and will comply by abiding the required regulations for NFIP

Chapter Five: Plan Maintenance Process

Monitoring The NCTCOG Emergency Preparedness Department (NCTCOG EP) will be the coordinating point of contact for monitoring the Collin County Local Mitigation Strategy. In concurrence with the anniversary date annually, the NCTCOG EP will solicit monitoring reports from participating jurisdictions. The reports will include progress on the implementation of the strategy and mitigation actions. For the purpose of monitoring, each jurisdiction's representative will tour mitigation sites and report on the project schedule and its implementation.

Evaluating The Collin County Local Mitigation Strategy will be evaluated annually, coinciding with the anniversary date. The NCTCOG EP department will function as the coordinating point of contact for the participating jurisdictions. Each jurisdiction will evaluate its data in an effort to take into account vulnerabilities which have changed and to ensure that goals and objectives are kept current.

The plan will be evaluated by the following criteria:

- Is the natural hazard analysis accurate?
- Are the goals and objectives being met through mitigation projects or other city planning mechanisms?
- Are the mitigation projects identified relevant to current resources and the current situation?
- Are mitigation projects being effectively implemented?
- Is the hazard mitigation plan being incorporated into other city planning processes?
- What are the results of public comments?

Updating The Collin County Local Mitigation Strategy will be updated within the allotted five-year cycle in accordance with 44 CFR Section 201.6. The update process will include the annual reports from the monitoring and evaluating periods. The NCTCOG EP department will use the annual monitoring and evaluation reports to make changes to the mitigation plan, vulnerability analysis, goals, and action items. The Collin County Local Mitigation Strategy will then be resubmitted for update approval.

Plan Incorporation into Existing Planning Mechanisms The participating jurisdictions in the Collin County Local Mitigation Strategy recognize the importance of incorporating mitigating activities throughout city planning efforts. Other local planning mechanisms have been identified to include: Building codes, Planning and Zoning Ordinances, Fire Codes, NFIP, and Capital Improvement Plans. During annual evaluations of the identified planning mechanisms the Local Mitigation Strategy's Goals and Mitigation Action Items will be taken into consideration.

During strategic planning cycles, members from the Hazard Mitigation teams will be available to provide data and input as the County Commissioner's Court and City Councils provide direction as to what areas of public safety and hazard mitigation they would like to see addressed and funded. Hopefully by funding mitigation strategies each year through normal and CIP processes, future impacts of hazards can be lessened which will save lives and money for the cities and citizens in the Collin County Local Mitigation Strategy.

The Collin County Local Mitigation Strategy participants currently have an Emergency Operation Plan. The CoLMS will support Annex P: Hazard Mitigation of the EOP for future submissions. CoLMS participants will be adopting the approved plan and will incorporate it into their existing local plans used for zoning and land use. All participants will follow local laws and guidelines when incorporating the CoLMS in their existing plans that are relevant to Hazard Mitigation. Each incorporating mechanism will follow their local laws or guidelines necessary for implementation through open forum public meetings. Each participant will monitor the incorporation into other planning mechanisms and report the success or failure in the annual report to NCTCOG EP. With each update, all participants will be informed of the changes. Also, the CoLMS will be

Amanda Burnett

Subject: Wylie Mitigation Planning Mtg (AB,KC)
Location: Wylie

Start: Fri 10/2/2009 11:00 AM
End: Fri 10/2/2009 12:00 PM

Recurrence: (none)

Meeting Status: Meeting organizer

Organizer: Amanda Burnett
Required Attendees: Debbie Buccino [Debbie.Buccino@wylietetexas.gov]; Kathryn Cane; Kelsey Hester

Location:

801 S. Hwy 78, Suite 204
Wylie, Texas, 75098

Meeting:

Review of requirements
Review vulnerability assessment
Add mitigation projects

Point of Contact:

Emergency Management Assistant

PUBLIC MEETING

The City of Wylie invites all interested citizens, non-profits, businesses and neighboring jurisdictions to comment on the Local Mitigation Planning process on Tuesday, October 20, 2009 from 1-5 at the Wylie Fire Administration office located at 801A S Hwy 78, suite 204.

Collin County Papers

Local citizens, neighboring communities, local business, academia, agencies, and nonprofits are invited to review the Collin County Local Mitigation Strategy (Consisting of: Collin County and the Cities of Allen, Frisco, Lavon, Lucas, and Wylie). It will be available during November 5 to 9, 2009 at the following website: http://www.nctcog.org/ep/Special_Projects/RMS/



Wylie City Council

AGENDA REPORT

Meeting Date:	May 24, 2011	Item Number:	3.
Department:	Engineering		(City Secretary's Use Only)
Prepared By:	Chris Holsted	Account Code:	
Date Prepared:	May 16, 2011	Budgeted Amount:	N/A
		Exhibits:	Resolution, Agreement

Subject

Consider, and act upon, Resolution No. 2011-16(R) authorizing the City Manager to execute a Waterline Relocation Agreement between the City of Wylie and East Fork Special Utility District for the relocation of approximately 4,469 linear feet of waterline along East Brown Street.

Recommendation


Motion to approve Resolution No. 2011-16(R) authorizing the City Manager to execute a Waterline Relocation Agreement between the City of Wylie and East Fork Special Utility District.

Discussion

The East Fork Special Utility District (EFSUD) owns a water line located on the south side of East Brown Street from Rutherford Avenue to Wylie East Drive as shown on the attached drawings. The existing water line is located in an easement outside of the existing road right of way. The City has acquired property for the expansion of Brown Street which overlaps the existing easement and the water line is in conflict with the proposed roadway improvements.

The estimated total project cost for the relocation is \$264,828.90 and the City's estimated cost of reimbursement to the District is \$215,525.33. Final project cost and reimbursement will be based on the lowest qualified bid. The 2005 City of Wylie Bond program included \$6.3 million for the design and construction of the East Brown Street improvements.

Approved By

	Initial	Date
Department Director	CH	05/16/11
City Manager		5/19/11

RESOLUTION NO. 2011-16(R)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS, HEREBY AUTHORIZING THE CITY MANAGER OF THE CITY OF WYLIE, TEXAS, TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF WYLIE AND EAST FORK SPECIAL UTILITY DISTRICT FOR THE RELOCATION OF APPROXIMATELY 4,449 LINEAR FEET OF WATER LINE LOCATED ON EAST BROWN STREET.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS:

SECTION 1: The City Manager of the City of WYLIE, Texas, is hereby authorized to execute, on behalf of the City Council of the City of WYLIE, Texas, the agreement between the City of Wylie and East Fork Special Utility District for the relocation of approximately 4,449 linear feet of water line located on East Brown Street.

SECTION 2: This Resolution shall take effect immediately upon its passage.

RESOLVED THIS THE 24th day of May, 2011.

ERIC HOGUE, Mayor

ATTEST TO:

CAROLE EHRLICH, City Secretary

EXHIBIT “A”

Agreement

WATERLINE RELOCATION AGREEMENT

(East Brown Street Realignment)

This Interlocal Agreement ("Agreement") setting out the terms and conditions for the relocation of public waterlines is entered into by and between the **City of Wylie, Texas**, a Texas home rule municipal corporation ("City") and **East Fork Special Utility District** ("District"), a political subdivision of the State of Texas created under the authority of Section 59, Article XVI, Texas Constitution, and operating as a retail public water utility pursuant to Chapters 49 and 65 of the Texas Water Code.

WHEREAS, current City specifications require minimum 8-inch internal diameter waterlines so the City and District have agreed that the District will abandon-in-place the existing waterlines and replace said waterlines' carrying capacity by installing a single waterline of at least 8-inch internal diameter within District owned easements located adjacent to the realigned right-of-way of East Brown Street (the "Project"); and

WHEREAS, the District owns and operates a 2-inch waterline and a 6-inch waterline that parallel the south boundary of the existing East Brown Street right-of-way within the City's corporate limits as shown on the drawing attached hereto as Exhibit "A" and incorporated herein for general Project location purposes only; and

WHEREAS, the City desires to accommodate increased traffic to and from the recently constructed Wylie East High School located at the intersection of East Brown Street and Wylie East Drive/Stone Road; and

WHEREAS, the City, in cooperation with Collin County and/or the Texas Department of Transportation (TxDOT), plans to construct a new alignment of East Brown Street between North Highway 78 and Wylie East Drive; and

WHEREAS, the District must relocate a total of 4,469 linear feet of waterline to accommodate the City's planned realignment of East Brown Street, which includes 3,637 linear feet (81.38%) of waterline installed in District owned private easements and the 832 linear feet (18.62%) of waterline installed within City owned public right-of-way; and

WHEREAS, the City agrees to reimburse the District for 81.38% of the total Project cost including costs related to Project engineering, preparation of plans and specifications, inspection, materials and fixtures, construction, legal and administration; and

WHEREAS, the District agrees to pay the remaining 18.62% of the total Project cost together with any additional costs the District may incur, at the District's sole discretion, to upsize the new waterline so that it exceeds the City's minimum requirements for the Project area; and

WHEREAS, the Wylie City Council has approved funding for the City's portion of the total Project cost.

NOW, THEREFORE, in consideration of the recitals above and the mutual promises set forth below, the City and the District agree as follows:

1. **District Obligations and Performance.** The District agrees to the following:

(a) **Project Design, Bidding, Contracting and Administration.** The District will contract for and provide all engineering plans and specifications, cause the preparation of contract bid documents and contracts, conduct such bidding process as required by law for the District, award a contract to the lowest responsible bidder, administer such contract with its own inspectors and engineers, and enforce the successful completion of such contract according to the Project plans and specifications approved by the City, which plans and specifications are incorporated herein by this reference for all purposes, and in a good and workmanlike manner.

(b) **Easements.** The District owns or will acquire easements from landowners for purposes of installing, operating and maintaining the new waterline. Notwithstanding the foregoing representation, the District retains the right to install the new waterline within the realigned public right-of-way for East Brown Street if necessary.

(c) **City Access.** The District will allow City representatives or inspectors access to the Project, at any time, to inspect areas of work being performed on the Project.

(d) **Payment of Project Costs.** The District will pay the total Project cost plus any additional costs related to the upsizing or betterment of the new waterline undertaken at the District's discretion, if any. See Exhibit "A." Based on the lowest qualified bids received and approved the District, the estimated total cost of the Project is two hundred sixty-four thousand eight hundred twenty-eight dollars and ninety/100 (\$264,828.90) and the City's estimated cost of reimbursement to the District is two hundred fifteen thousand five hundred twenty-five dollars and thirty-three/100 (\$215,525.33), which represents 81.38% of the total estimated Project cost.

(e) **Requesting Reimbursement.** Upon final completion of the Project, the District will submit a detailed accounting of Project costs and expenses incurred by the District under this agreement together with a written invoice to the City for reimbursement of the City's portion of the total Project cost. The Project related costs eligible for reimbursement include costs incurred by the District for

engineering, preparation of plans and specifications, inspection, construction, legal and administration.

2. **City Obligations and Performance.** The City hereby agrees to reimburse the District for 81.38% of the total Project based on actual Project costs incurred by the District. The City will pay the reimbursement amount within thirty (30) days after the date the City receives a Project accounting and invoice from the District pursuant to Section 1(e) above, and upon final approval of the Project by the City.

3. **Mutual Terms and Provisions.**

(a) **Venue.** The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement. The parties agree that this Agreement is performable in Collin County, Texas, and that exclusive venue shall lie in the state courts of competent jurisdiction of Collin County, Texas.

(b) **Severability.** The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation having the force and effect of the law, the remaining portions of this Agreement shall be enforced as if the invalid provision had never been included.

(c) **Entire Agreement.** This Agreement embodies the entire Agreement between the City and District with regard to the Project and may only be modified in a writing executed by both parties. This Agreement supersedes all prior negotiations, representations and/or agreements, either written or oral.

(d) **Successors and Assigns.** This Agreement shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns. No party will assign or transfer an interest in this Agreement without the written consent of the other party.

(e) **IMMUNITY.** IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT, IN THE EXECUTION OF THIS AGREEMENT, NO PARTY WAIVES, NOR SHALL BE DEEMED HEREBY TO HAVE WAIVED ANY IMMUNITY OR DEFENSE THAT WOULD OTHERWISE BE AVAILABLE TO IT AGAINST CLAIMS ARISING IN THE EXERCISE OF GOVERNMENTAL POWERS AND FUNCTIONS. BY ENTERING INTO THIS AGREEMENT, THE PARTIES DO NOT CREATE ANY OBLIGATIONS, EXPRESSED OR IMPLIED, OTHER THAN THOSE SET FORTH HEREIN, AND THIS AGREEMENT SHALL NOT CREATE ANY RIGHTS IN PARTIES NOT SIGNATORIES HERETO.

(f) Plural and Singular. When context requires, singular nouns and pronouns include the plural.

(g) Term. This Agreement shall be effective upon execution by all parties and shall continue in effect annually until final acceptance of the Project. This Agreement shall automatically renew annually during this period.

APPROVED AND EXECUTED to be effective on May 24, 2011, by the following duly authorized representatives of the City and District.

CITY OF WYLIE, TEXAS,
a political subdivision of the State of Texas

By: _____
Mindy Manson, City Manager

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, on this day personally appeared **Mindy Manson**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same as the act of the **City of Wylie, Texas**, a political subdivision of the State of Texas, as its duly authorized City Manager, for the purposes and consideration therein expressed.

Given under my hand and seal this 24th day of May, 2011.

Notary Public, State of Texas

EAST FORK SPECIAL UTILITY DISTRICT,
a political subdivision of the State of Texas

By: _____
Dana Andrews, General Manager

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, on this day personally appeared **Dana Andrews**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act of **East Fork Special Utility District**, a political subdivision of the State of Texas, as its General Manager, for the purposes and consideration therein expressed.

Given under my hand and seal this _____ day of _____, 2011.

Notary Public, State of Texas

Exhibit "A"

Estimated Project Cost with Betterment	\$ 399,738.50
Times Betterment Ratio	33.749464%
Betterment Cost	\$ 134,909.60
Estimated Project Cost with Betterment	\$ 399,738.50
Minus Betterment Cost	\$ 134,909.60
Estimated Project Cost before Eligibility Ratio	\$ 264,828.90
Estimated Project Cost before Eligibility Ratio	\$ 264,828.90
Eligibility Ratio	81.382860%
Total Reimbursable Amount	\$ 215,525.33

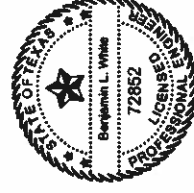
**WATERLINE IMPROVEMENT PROJECT
BROWN STREET
FOR
EAST FORK SPECIAL UTILITY DISTRICT
COLLIN COUNTY, TEXAS
MARCH 2011**



118 McKinney St.
P.O. Box 66
Farmersville, Texas 75442

DANIEL & BROWN INC.
ENGINEERS/CONSULTANTS/PLANNERS

Phone 972-784-7777
Fax 972-784-7721
www.DBIconultants.com



Benjamin L. White

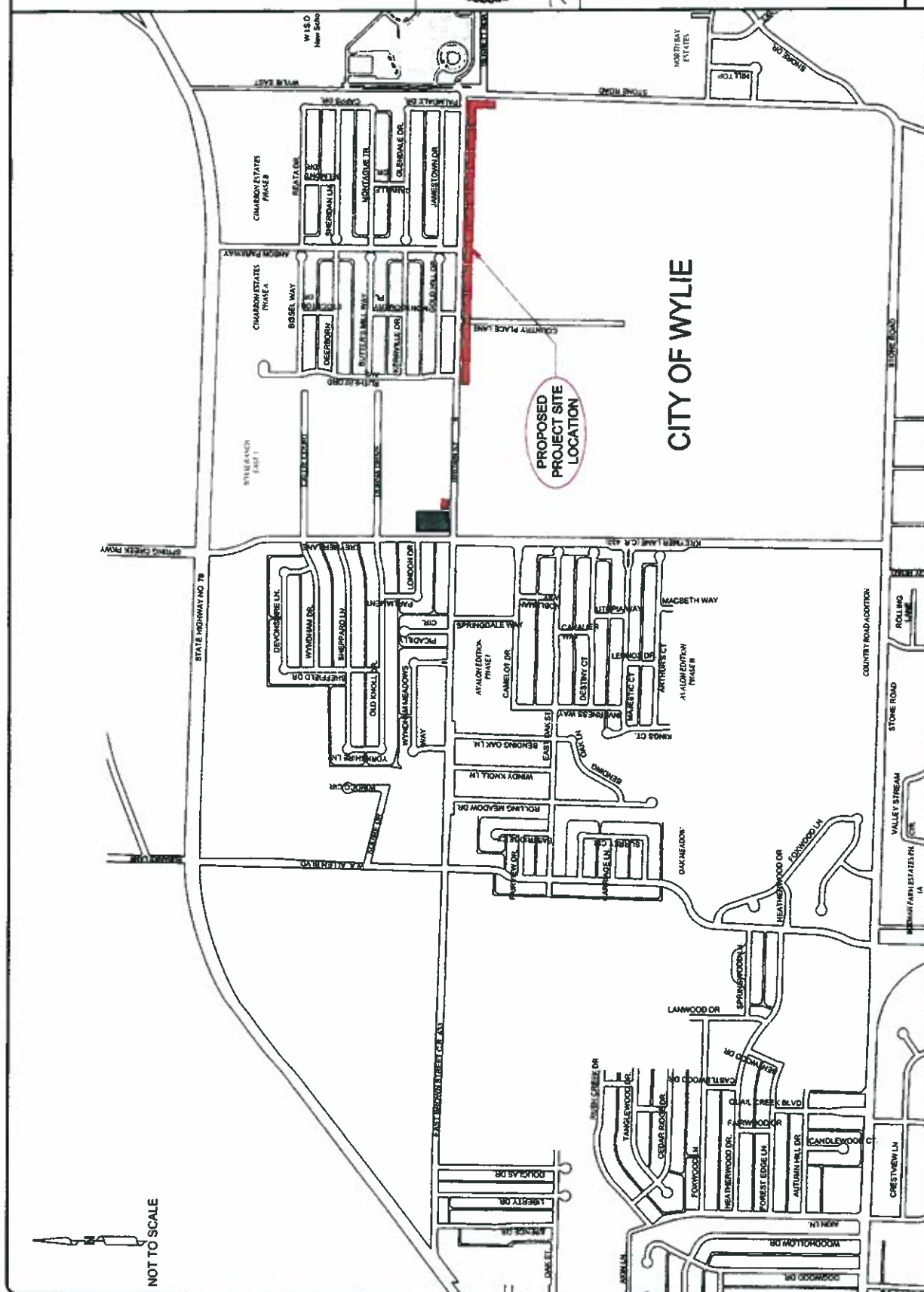
MARCH 11 2011

BENJAMIN L. WHITE, P.E.

Date

Seal

DBI
DANIEL & BROWN INC.
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118 McKinney St.
Farmersville, Texas 75442
REC'D. B.L.W.
DATE: 03/11/2011
RECEIVED
FARMERSVILLE, BROWN BLVD 2000/01/11 11:01 AM
P-202225



LEGEND	
SYMBOL	DESCRIPTION
	WATERLINE - EXISTING TO REMAIN
	WATERLINE - EXISTING TO ABANDON
	WATERLINE - EXISTING TO REMOVE
	WATERLINE - PROPOSED
	GAS LINE - EXISTING
	SEWER LINE - EXISTING
	ROW - EXISTING
	ROW - PROPOSED
	REDUCER
	FLUSH VALVE
	GATE VALVE
	WATER METER - EXISTING TO REMAIN
	WATER METER - EXISTING TO REMOVE
	WATER METER - PROPOSED
	WIRE FENCE
	CHAIN LINK FENCE
	FIRE HYDRANT - EXISTING TO REMAIN
	FIRE HYDRANT - PROPOSED
	FIRE HYDRANT - EXISTING TO REMOVE
DB	INSTALLATION TYPE - DRIVEWAY BORE
RB	INSTALLATION TYPE - ROADWAY BORE
CB	INSTALLATION TYPE - CREEK BORE
OC	INSTALLATION TYPE - OPEN CUT
RRB	INSTALLATION TYPE - RAILROAD BORE
D	MATERIAL TYPE - DIRT
R	MATERIAL TYPE - ROCK
C	MATERIAL TYPE - CONCRETE
A	MATERIAL TYPE - ASPHALT
TT	MATERIAL TYPE - TRAIN TRACKS
UC	ENCASEMENT TYPE - UNCASED
SE	ENCASEMENT TYPE - STEEL ENCASED
PE	ENCASEMENT TYPE - PVC ENCASED
HE	ENCASEMENT TYPE - HDPE ENCASED

Proposed waterline outside Existing City ROW

- 300 LF of 16" waterline
- 2,978 LF of 12" waterline
- 3 LF of 2" waterline
- 20 LF of 1" waterline

Proposed waterline inside Existing City ROW

- 371 LF of 12" waterline
- 80 LF of 1" waterline

Abandoned waterline outside Existing City ROW

- 2,803 LF of 6" waterline
- 1,279 LF of 2" waterline
- 20 LF of 1" waterline

Abandoned waterline inside Existing City ROW

- 307 LF of 6" waterline
- 261 LF of 2" waterline
- 80 LF of 1" waterline

PROJECT SPECIFIC NOTES:

- IN THE EVENT OF A CONFLICT BETWEEN THIS PLAN AND THE EAST FORK S.U.D. STANDARD DETAILS THIS DRAWING SHALL PRESIDE.
- THIS PROJECT SHALL BE INSTALLED IN ACCORDANCE WITH THE STANDARD DETAILS FOR EAST FORK S.U.D. THIS PROJECT SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING DANIEL & BROWN INC. SPECIFICATIONS. IN THE EVENT OF A CONFLICT BETWEEN THE SPECIFICATIONS BELOW AND THESE PLANS THEN THE PLANS WILL PRESIDE.
 - 201 - EARTHWORK
 - 203 SEEDING
 - 205 - WATERLINE INSTALLATION
 - 206 - STRUCTURAL EXCAVATING, BACKFILLING, AND COMPACTING
 - 301 - CONCRETE - A
 - 1002 - TRENCH EVACUATION SAFETY SYSTEMS
 - REV G - STANDARD DETAILS FOR EAST FORK S.U.D.
- WATER LINES SHALL BE INSTALLED IN ACCORDANCE WITH TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) WATER DISTRIBUTION SYSTEM GENERAL CONSTRUCTION NOTES.
- CONTACT 1-800-DIG-TESS FOR THE LOCATION AND VERIFICATION OF UNDERGROUND UTILITIES.
- INSTALL NEW METER SERVICE, USING METER SUPPLIED BY EAST FORK S.U.D. RECONNECT TO EXISTING RESIDENTIAL SUPPLY LINE.
- REMOVE OLD WATER SERVICE AND RETURN METER TO EAST FORK S.U.D. FILL IN THE OPEN HOLE.
- INSTALL FIRE HYDRANT IN PRIVATE EASEMENT. FIRE HYDRANT SHALL BE INSTALLED NEXT TO PROPERTY / R.O.W. BOUNDARY.
- THE OWNER OR OWNER'S REPRESENTATIVE SHALL HAVE THE OPTION TO WITNESS ANY TESTS DONE IN CONNECTION WITH THE PROJECT.
- CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ALL ASSOCIATED FORMS, PERMITS, MATERIALS, AND REVIEWS ASSOCIATED WITH A STORM WATER POLLUTION PREVENTION PROGRAM (SW3P) THAT IS COMPLIANT WITH THE LOCAL CITY, COUNTY AND/OR STATE REQUIREMENTS.
- WATERLINE LOCATION STAKING SHALL BE PERFORMED BY THE DISTRICT'S ENGINEER. WATERLINE ELEVATION IS THE RESPONSIBILITY OF THE CONTRACTOR.
- TYPICAL OFFSET FOR LONGITUDINAL LINES. OUTSIDE R.O.W. IS 10 FEET UNLESS OTHERWISE SHOWN.
- TYPICAL OFFSET FOR LONGITUDINAL LINES. INSIDE R.O.W. IS 10 FEET UNLESS OTHERWISE SHOWN.
- LOCATION OF TEST STATIONS, FIRE HYDRANTS, AND METER SERVICE SHALL BE APPROVED BY OWNER OR OWNER'S REPRESENTATIVE PRIOR TO INSTALLATION.

STANDARD PIPE LAYING NOTE FORMAT EXAMPLE:

DB (LINE 1, REFERS TO THE INSTALLATION TYPE)
 R (LINE 2, REFERS TO THE ROAD OR DRIVEWAY MATERIAL)
 UC20/16" (LINE 3 REFERS TO THE ENCASEMENT TYPE, LENGTH AND ENCASEMENT DIAMETER (IF REQUIRED))

DANIEL & BROWN INC.
 ENGINEERS/CONSULTANTS/PLANNERS



118 McKinney St.
 P.O. Box 606
 Farmersville, Texas 75442
 Phone 972-784-7777
 Fax 972-782-7721
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FORM REGISTRATION NO.: F-002225

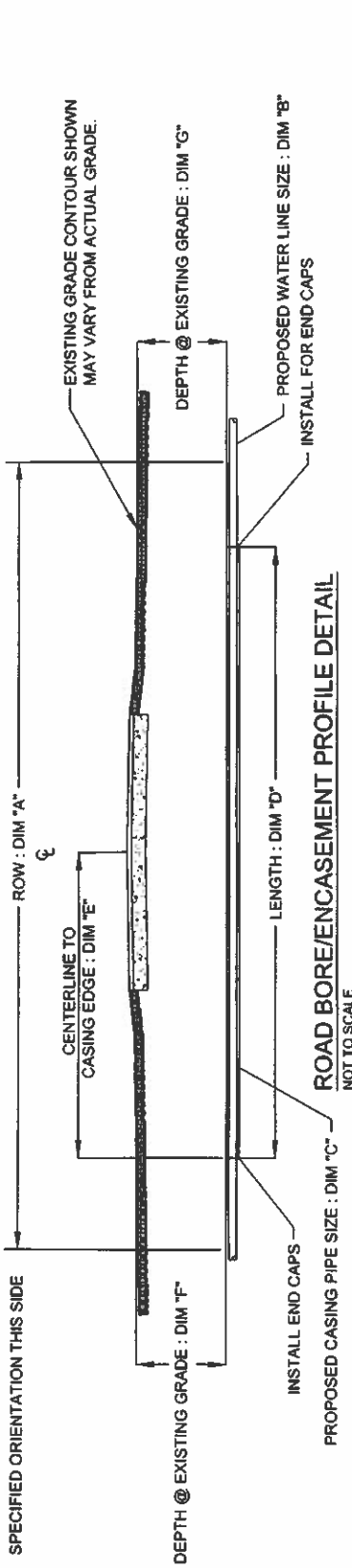
DATE: 09/11/2011
 REVISION: B

DESIGNED BY: W.
 DRAWN BY: A.B.



WATERLINE IMPROVEMENT PROJECT
 BROWN STREET
 FOR
 EAST FORK SPECIAL UTILITY DISTRICT
 COLLIN COUNTY, TEXAS

GENERAL NOTES & LEGEND



GENERAL NOTES:

1. THERE SHALL BE NO TRENCHING WITHIN 30' OF PAVEMENT FOR HIGH VOLUME TRAFFIC.
2. CASING SPACERS SHALL BE INSTALLED FOR 4" DIA. PIPE AND LARGER, 5'-0" MAX. BETWEEN EACH SPACER.

Sheet	Station	Trt/OT ROW Width DIM "A" (feet)	Water Line Size DIM "B" (inch)	Water Line Type	Casing Type	Casing Size DIM "C" (inch)	Casing Length DIM "D" (feet)	Orientation	Proposed Centerline to Casing Edge DIM "E" (feet)	Depth @ existing grade (min.) DIM "F" (inch)	Depth @ existing grade (min.) DIM "G" (inch)	BURY DEPTH
4	69+60	80	18	HDPE	UC	N/A	100	EAST	N/A	BURY DEPTH	BURY DEPTH	BURY DEPTH
5	77+84	80	1	PVC	STEEL	2	80	NORTH	40	50	50	BURY DEPTH
6	83+59	80	12	PVC	UC	N/A	25	EAST	12.5	BURY DEPTH	BURY DEPTH	BURY DEPTH
6	84+76	80	18	HDPE	UC	N/A	120	EAST	N/A	BURY DEPTH	BURY DEPTH	BURY DEPTH
7	88+83	80	12	PVC	STEEL	20	30	EAST	15	BURY DEPTH	BURY DEPTH	BURY DEPTH
7	91+25	80	18	HDPE	UC	N/A	300	EAST	N/A	BURY DEPTH	BURY DEPTH	BURY DEPTH
7/8	93+81	80	12	PVC	UC	N/A	90	EAST	N/A	BURY DEPTH	BURY DEPTH	BURY DEPTH
8	95+05	80	12	PVC	UC	N/A	25	EAST	12.5	BURY DEPTH	BURY DEPTH	BURY DEPTH
8	96+89	80	12	PVC	UC	N/A	25	EAST	12.5	BURY DEPTH	BURY DEPTH	BURY DEPTH
8	98+12	80	12	PVC	UC	N/A	25	EAST	12.5	BURY DEPTH	BURY DEPTH	BURY DEPTH
8	99+71	80	12	PVC	UC	N/A	25	EAST	12.5	BURY DEPTH	BURY DEPTH	BURY DEPTH
8	100+32	80	12	PVC	UC	N/A	25	EAST	12.5	BURY DEPTH	BURY DEPTH	BURY DEPTH
9	102+73	80	12	PVC	UC	N/A	25	EAST	12.5	BURY DEPTH	BURY DEPTH	BURY DEPTH
9	104+28	80	12	PVC	UC	N/A	25	EAST	12.5	BURY DEPTH	BURY DEPTH	BURY DEPTH
9	107+11	80	12	HDPE	STEEL	18	100	NORTH	50	BURY DEPTH	BURY DEPTH	BURY DEPTH
9	109+40	80	16	HDPE	STEEL	18	110	EAST	55	BURY DEPTH	BURY DEPTH	BURY DEPTH
10	ACROSS FROM BENNETT RD	55	12	PVC	UC	N/A	25	NORTH	12.5	BURY DEPTH	BURY DEPTH	BURY DEPTH

WATERLINE IMPROVEMENT PROJECT
BROWN STREET
FOR
EAST FORK SPECIAL UTILITY DISTRICT
COLLIN COUNTY, TEXAS

MAP PAGE



DANIEL & BROWN INC.
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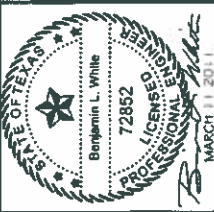
SEE PAGE 6

SCALE: 1"= 50'

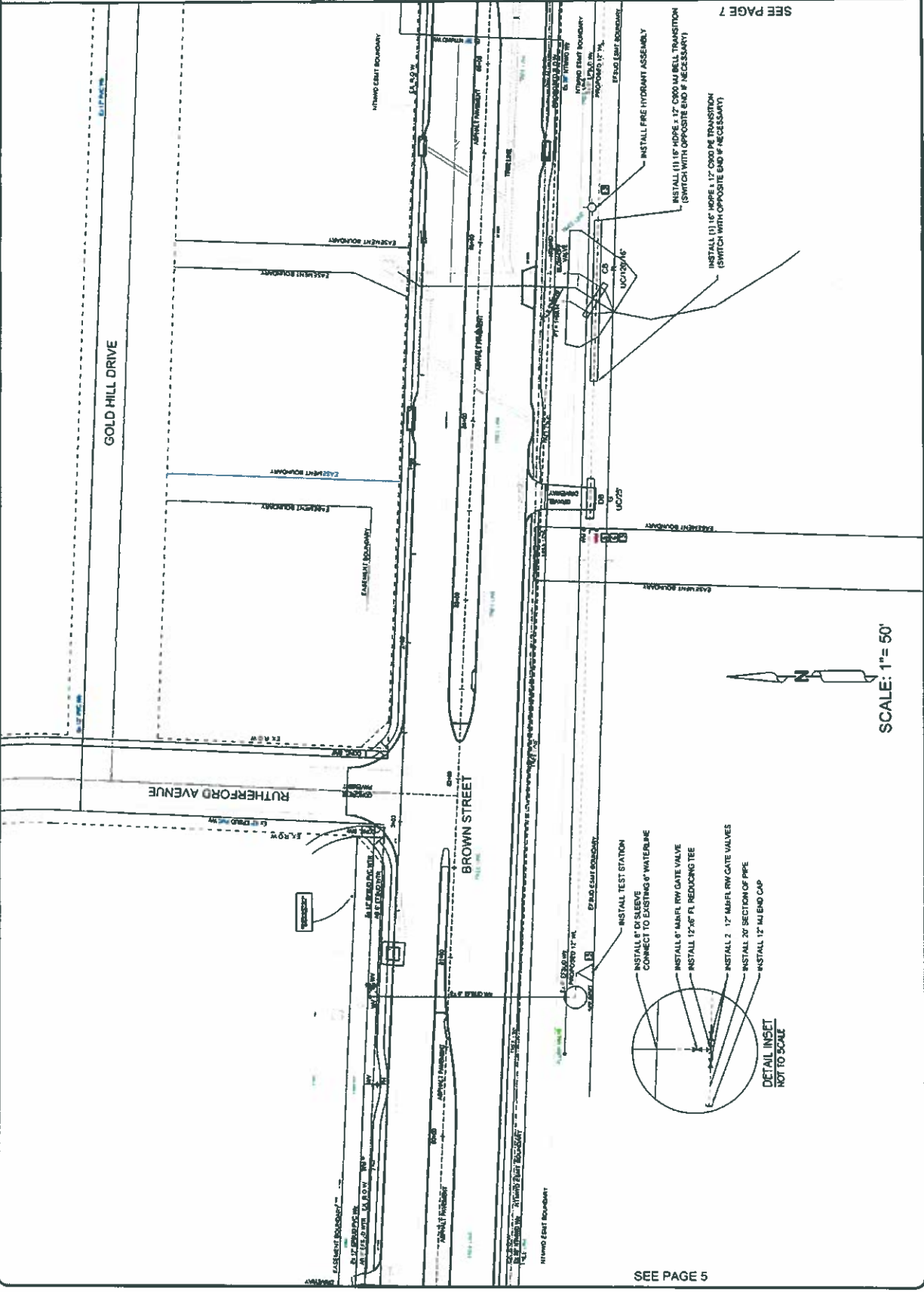


SEE PAGE 4

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 FPM REGISTRATION NO. F-002225
 DATE: 09/11/2011
 REVISION: 8
 DESIGNED: B.L.W.
 DRAWN: K.S.G.
 FILE: N:\East Fork Special Utility Brown Street 2008.dwg B.W. Brown Street



MAP PAGE
WATERLINE IMPROVEMENT PROJECT
FOR
EAST FORK SPECIAL UTILITY DISTRICT
BROWN STREET
COLLIN COUNTY, TEXAS
SHEET 6 OF 10



DANIEL & BROWN INC.
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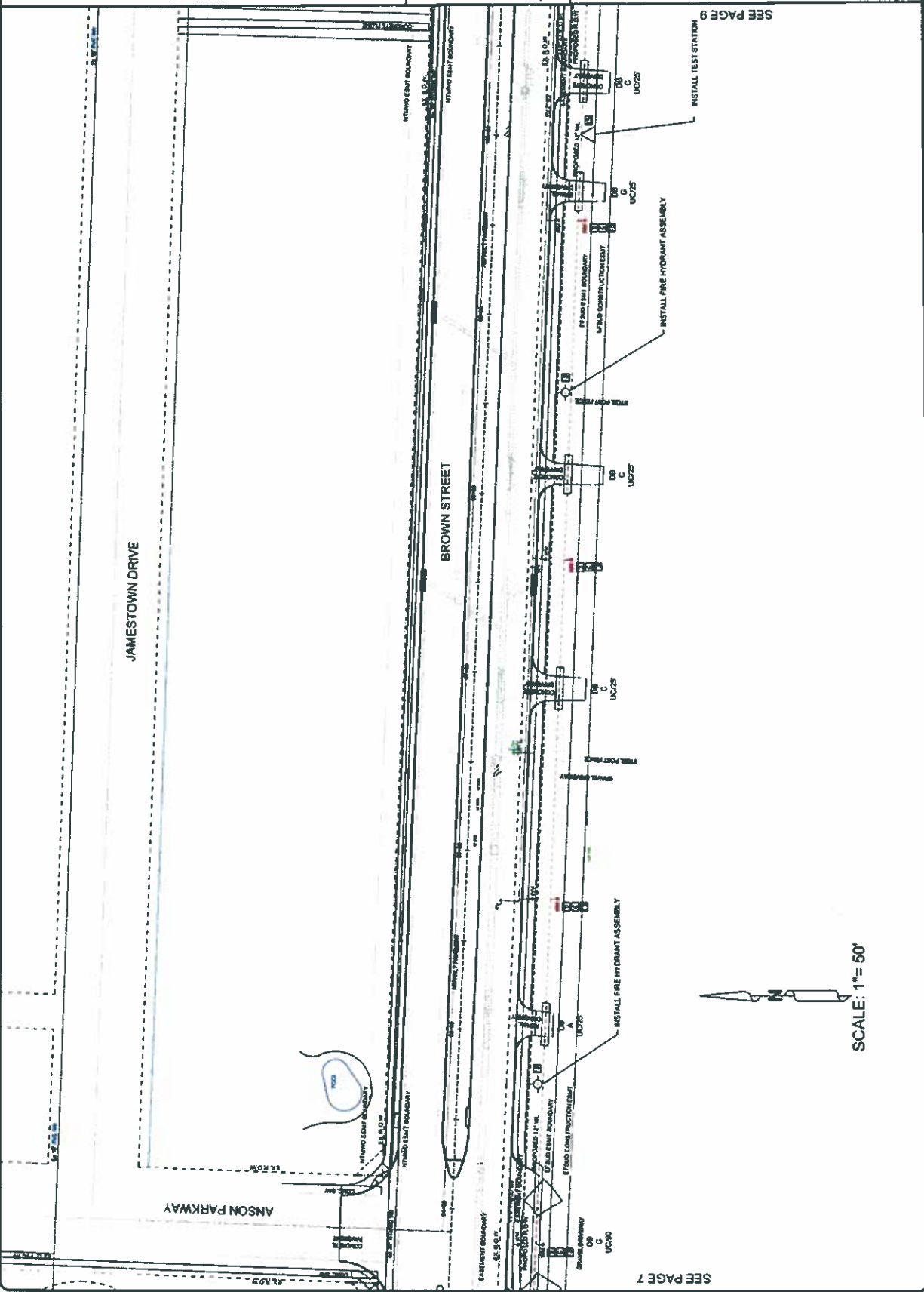
DESIGNED BY: J.W.
DRAWN BY: K.S.G.
REVISION: 8
DATE: 03/11/2011
FIRM REGISTRATION NO.: F-002225

STATE OF TEXAS
BENJAMIN L. WHITE
72852
LICENSED PROFESSIONAL ENGINEER
MARCH 11, 2011

MAP PAGE

WATERLINE IMPROVEMENT PROJECT
FOR
BROWN STREET
EAST FORK SPECIAL UTILITY DISTRICT
COLLIN COUNTY, TEXAS

SHEET 8 OF 10

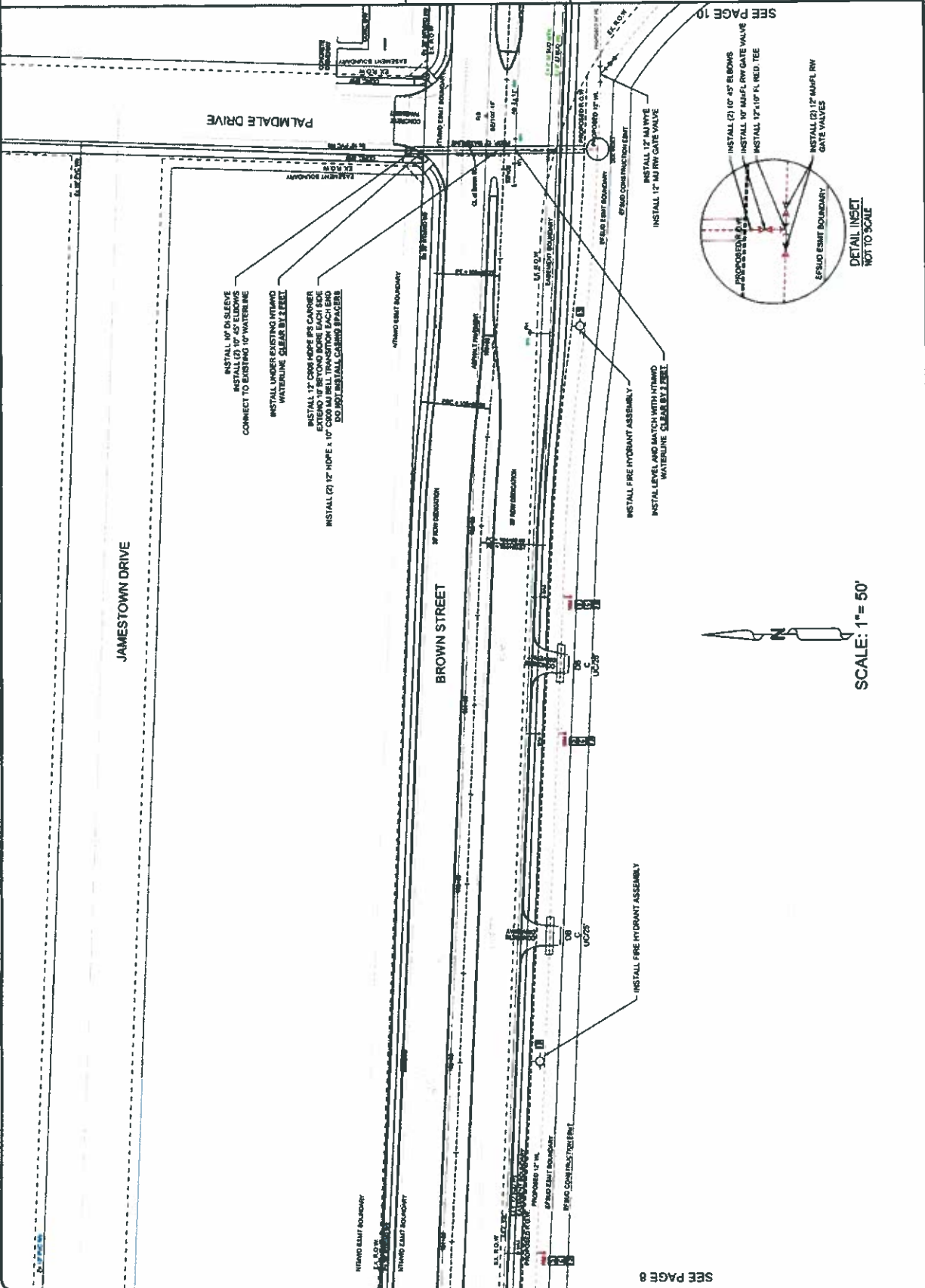


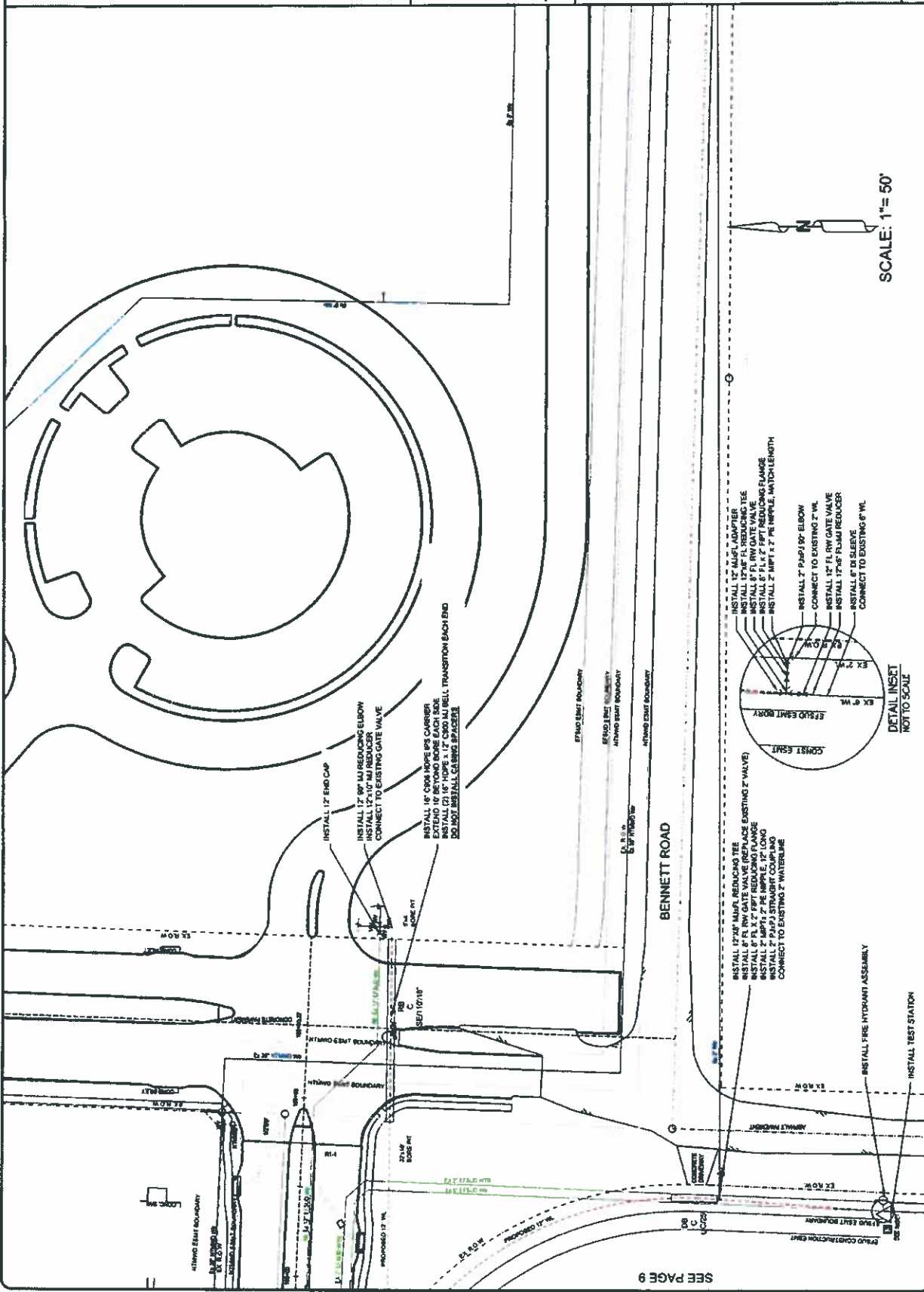
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SCALE: 1"= 50'

SEE PAGE 7

SEE PAGE 9

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GENERAL NOTES:

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE EAST FORK S.U.D., CITY OF WYLLIE AND THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS (NCTCOG) STANDARD SPECIFICATIONS FOR THE PUBLIC WORKS CONSTRUCTION OR AS AMENDED.
2. ALL RULES & REGULATIONS OF THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) FOR THE INSTALLATION OF WATER LINES SHALL BE MET.
3. ALL WATER LINE CROSSINGS OF SANITARY SEWER LINES SHALL BE AS SHOWN IN THE DETAILS AND MEET CURRENT TCEQ REQUIREMENTS.
4. WATER LINE SHALL MEET THE REQUIREMENTS SPECIFIED IN THE TABLE "EAST FORK S.U.D. WATER LINE SPECIFICATIONS".
5. DUCTILE IRON PIPE (DIP), MEETING AWWA C151 CLASS 50 SPECIFICATIONS, MAY BE USED WHEN ALLOWED BY THE DISTRICT OR DISTRICT'S ENGINEER. DIP SHALL BE WRAPPED WITH A POLYETHYLENE LINER.
6. ALL VALVES ON PIPES 12" AND SMALLER SHALL BE RESILIENT SEALED WEDGE VALVES (AWWA C509).
7. ALL VALVES ON PIPES LARGER THAN 12" BUT SMALLER THAN 30" SHALL BE RESILIENT SEALED WEDGE VALVES (AWWA C509), UNLESS OTHERWISE APPROVED BY THE DISTRICT REPRESENTATIVE.
8. ALL VALVES ON PIPES 30" AND LARGER SHALL BE BUTTERFLY VALVES (AWWA C504).
9. EMBEDMENT SHALL BE AS SHOWN IN THE PLANS. BACKFILL WITHIN THE LIMITS OF EXISTING AND PROPOSED PAVEMENT SHALL BE COMPACTED TO 95% STANDARD PROCTOR. BACKFILL OUTSIDE THE LIMITS OF EXISTING AND PROPOSED PAVEMENT SHALL BE COMPACTED TO MINIMUM OF 92% STANDARD PROCTOR. ALL COMPACTION SHALL BE BY MECHANICAL METHODS.
10. WATER LINES SHALL BE PRESSURE TESTED IN ACCORDANCE WITH NCTCOG ITEM 506.
11. ALL HORIZONTAL AND VERTICAL BENDS SHALL BE BLOCKED.
12. ALL VALVES AND FITTINGS SHALL BE PROPERLY RESTRAINED WITH MEGA-LUGS OR APPROVED EQUIVALENT.
13. ALL FIRE HYDRANTS SHALL BE INSTALLED WITH A 24"x24" SQUARE REINFORCED CONCRETE PAD.
14. ALL WATER LINES SHALL BE SWABBED IN THE PRESENCE OF THE INSPECTOR PRIOR TO BACKFILLING.
15. WATER LINES SHALL BE INSTALLED WITH A MINIMUM OF 42 INCHES AND A MAXIMUM OF 60" OF COVER, UNLESS OTHERWISE SHOWN. USE NCTCOG 8+ BURY AND EMBEDMENT DETAILS FOR STANDARD APPLICATIONS.
16. WATER LINES AND/OR ROAD CROSSINGS WHICH MAY BE INSTALLED ON PUBLIC RIGHT OF WAYS SHALL BE SUBJECT TO APPLICABLE STATE, COUNTY OR CITY REGULATIONS. ROAD CROSSINGS SHALL BE ENCASED ACCORDING TO STATE, COUNTY OR CITY REGULATIONS.
17. EXISTING WATER LINES SHALL REMAIN IN SERVICE DURING CONSTRUCTION OF NEW WATER LINES.
18. EXISTING UTILITIES SHALL BE LOCATED, IDENTIFIED, AND PROTECTED DURING THE INSTALLATION OF THE NEW WATER LINE.
19. WATER LINES MAY NOT BE BACK FILLED UNTIL INSPECTED AND APPROVED BY A DISTRICT REPRESENTATIVE.
20. NEW WATER LINES SHALL BE TESTED, DISINFECTED, AND FLUSHED IN ACCORDANCE WITH TCEQ REQUIREMENTS INCLUDING TAKING THE REQUIRED NUMBER OF BACTERIOLOGICAL SAMPLES WHICH INDICATE PROPER DISINFECTION BEFORE THE WATER LINE CAN BE PLACED INTO SERVICE.
21. THE WATER LINE MATERIALS AND INSTALLATION SHALL BE GUARANTEED BY THE CONTRACTOR FOR A MINIMUM PERIOD OF TWO YEARS FROM THE DATE OF FINAL ACCEPTANCE.
22. THE DISTRICT SHALL BE HELD HARMLESS FROM ANY DAMAGES OCCURRING DURING THE CONSTRUCTION OR WARRANTY PERIOD. ALL DAMAGES AS A RESULT OF THE WATER LINE CONSTRUCTION SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
23. ALL VALVES SHALL BE 6" MJ RW SQUARE HEAD UNLESS OTHERWISE NOTED.
24. A ROAD BORE PERMIT MUST BE DISPLAYED AND AVAILABLE FOR INSPECTION AS REQUIRED.
25. WATER LINES SHALL BE INSTALLED IN ACCORDANCE WITH TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) WATER DISTRIBUTION SYSTEM GENERAL CONSTRUCTION NOTES.
26. WATER LINES SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING DANIEL & BROWN, INC. SPECIFICATIONS : 205-WATER LINE INSTALLATION, 201-EARTHWORK, 1002-TRENCH EVACUATION SAFETY SYSTEMS UNLESS OTHERWISE NOTED IN THESE PLANS.

27. DURING INSTALLATION A MINIMUM SEPARATION DISTANCE SHALL BE MAINTAINED IN ALL DIRECTIONS OF NINE FEET BETWEEN THE PROPOSED WATERLINE AND WASTE WATER COLLECTION FACILITIES, INCLUDING MANHOLES AND SEPTIC TANK DRAINFIELDS. IF THIS DISTANCE CANNOT BE MAINTAINED, THE INSTALLER SHALL IMMEDIATELY NOTIFY THE ENGINEER FOR FURTHER DIRECTION. SEPARATION DISTANCES, INSTALLATION METHODS, AND MATERIALS UTILIZED SHALL MEET 290.44 OF THE TCEQ RULES. NO COVERING OF LINES ALLOWED, UNTIL INSPECTED BY ENGINEERS REPRESENTATIVE.
28. WATERLINE ENCASEMENT FOR THE PURPOSES OF A GAS LINE CROSSING SHALL BE IN ACCORDANCE WITH GAS LINE OWNER'S SPECIFICATIONS.
29. 8" AND LARGER ROAD BORES SHALL BE DRY BORE.
30. CASING SPACERS AND MOLDED RUBBER END CAPS ARE REQUIRED FOR ENCASEMENT. CASING SPACERS SHALL BE INSTALLED AT LEAST EVERY 6 FEET.
31. CONTRACTOR SHALL PROVIDE ALL METER SETTINGS. OWNER SHALL PROVIDE WATER METERS.
32. ALL BORE PITS OR OPEN EXCAVATION SHALL BE CLOSED THE SAME DAY THEY ARE OPENED IF AT ALL POSSIBLE. ANY PIT OR EXCAVATION LEFT OPEN OVERNIGHT SHALL BE BARRICADED. TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) RULES AND REGULATIONS SHALL APPLY FOR STATE RIGHT OF WAY APPLICATIONS.
33. UNLESS OTHERWISE SPECIFIED, WATER METERS SHALL NOT BE PLACED ON ROADWAY RIGHT-OF-WAY.
34. ABATEMENT AND REMEDIATION, OF ASBESTOS CONCRETE WATER LINES, SHALL BE DONE IN ACCORDANCE WITH DANIEL & BROWN INC. SPECIFICATION 1003. ASBESTOS CEMENT PIPE REMOVAL WATER LINES, CROSSING BENEATH THE PROPOSED ROADWAY SURFACE, SHALL MAINTAIN A MINIMUM CLEARANCE OF 18 INCHES BETWEEN THE BOTTOM OF THE PAVEMENT STRUCTURE AND THE WATER LINE/ENCASEMENT.
35. FIRE HYDRANTS SHALL BE PAINTED, COLOR SELECTION AND PAINT TYPE SHALL BE APPROVED BY DISTRICT REPRESENTATIVE PRIOR TO PAINTING.
36. ALL 90° PIPE FITTINGS SHALL BE LONG RADIUS BENDS.
37. TRACER TAPE SHALL BE INCLUDED FOR ALL WATER LINE IN ACCORDANCE WITH DANIEL & BROWN, INC. SPECIFICATION 205, WATER LINE INSTALLATION.
38. FIRE HYDRANT STREET REFLECTORS SHALL BE INSTALLED AS APPROPRIATE WITH ASSOCIATED FIRE HYDRANT ASSEMBLIES.
39. TO THE EXTENT POSSIBLE, ALL PARTS SHALL BE FORD BRAND.
40. THE CONTRACTOR SHALL SUPPLY ALL EQUIPMENT NECESSARY TO SUCCESSFULLY CONDUCT ALL WATER TESTS, INCLUDING BUT NOT LIMITED TO, TEST PORTS, SAMPLE CONTAINERS, PUMPS, EXTERNAL WATER LIE, EXTERNAL HOSES, ETC.
41. THE DISTRICT OR DISTRICT'S REPRESENTATIVE SHALL HAVE THE OPTION TO WITNESS ANY TESTS DONE IN CONNECTION WITH THE PROJECT.
42. ALL THIRD PARTY TEST FACILITIES, USED IN CONNECTION WITH THE PROJECT, WILL BE APPROVED BY DISTRICT OR DISTRICT'S REPRESENTATIVE BEFORE THEY ARE UTILIZED.
43. ALL FRANCHISE UTILITIES AND WATER LINES SHALL BE ON OPPOSITE SIDES OF THE ROAD FROM EACH OTHER WHERE APPLICABLE. IF FRANCHISE UTILITIES AND WATER LINES ARE TO BE ON THE SAME SIDE OF THE ROAD, THEN A MINIMUM OF 5' SEPARATION DISTANCE IS REQUIRED BETWEEN SAID ITEMS.
44. WHEN REQUIRED BY THE DISTRICT, LOCATOR WIRE SHALL BE DESIGNED IN ACCORDANCE IN ACCORDANCE WITH DANIEL & BROWN, INC. SPECIFICATION 205, WATER LINE INSTALLATION.
45. ALL WATER, USED BY THE CONTRACTOR FOR ANY PURPOSE, SHALL BE METERED UNLESS OTHERWISE SPECIFIED. METER SHALL BE SUPPLIED BY THE DISTRICT AT COST.
46. NO FLARE JOINT CONNECTIONS ARE ALLOWED.
47. A VARIANCE TO THESE STANDARDS MAY ONLY BE ALLOWED UPON WRITTEN REQUEST BY THE CONTRACTOR TO THE DISTRICT AND FORMAL WRITTEN APPROVAL BY THE DISTRICT AND THE DISTRICT'S ENGINEER.

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DESIGNED: B.J.W.
DRAWN: K.S.G.
REVISION: F
DATE: 9/1/09
REGISTRATION NO.: F-002223
FILE: N:\East Fork SUD\Standard Details\205-Water Line\205-Water Line.dwg

STANDARD DETAILS
FOR
EAST FORK SPECIAL UTILITY DISTRICT
COLLIN, DALLAS & ROCKWALL COUNTIES, TEXAS

SHEET 1

GENERAL NOTES CONT.:

49. ALL PARTS AND MATERIALS USED ON ANY PROJECT SHALL BE DOMESTIC (USA) UNLESS APPROVED BY THE DISTRICT.
50. ALL TAPPING SLEEVES SHALL BE STAINLESS STEEL FULL WRAP. (SMITH BLAIR 663 OR APPROVED EQUIVALENT)
51. ALL TAPPING SADDLES SHALL BE DOUBLE STRAP BRONZE.
52. METER VAULT NOTES:
 - a. NOTIFY THE DISTRICT PRIOR TO CONSTRUCTION OF METER VAULT OR BY-PASS ASSEMBLY.
 - b. THE VAULT SHALL NOT BE INSTALLED IN ANY DRIVE OR PARKING AREA & MUST BE LOCATED IN A UTILITY EASEMENT DEDICATED TO THE DISTRICT.
 - c. ALL PIPING INSIDE THE VAULT & THE VAULT ITSELF MUST BE INSPECTED & APPROVED BY THE DISTRICT.
 - d. THE VAULT LID/DOOR SHALL BE ALUMINUM, OPTIONALLY THE VAULT LID MAY BE CONCRETE.
 - e. ALL PIPING INSIDE THE VAULT SHALL BE DUCTILE IRON PIPE WITH FLANGED FITTINGS.
 - f. THERE WILL BE A CONCRETE SUPPORT UNDER EACH GATE VALVE.
 53. TRAFFIC CONTROL SIGNAGE, BARRICADES, ETC., PER THE LATEST EDITION TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES SHALL REMAIN IN PLACE DURING CONSTRUCTION.
 54. PROPER EROSION CONTROL MEASURES SHALL CONSIST OF THE INSTALLATION, MAINTENANCE, AND REMOVAL OF THE SILT FENCING, STRAW BALES, INLET SEDIMENT BARRIERS, ETC., INCLUDING ANY SEEDING (CELLULOSE FIBER MULCH) OF DISTURBED GRASS. SUCH MEASURES SHALL REMAIN IN PLACE AND WATERED SUFFICIENTLY UNTIL 70% RE-VEGETATION OF AN DISTURBED AREAS HAS BEEN ESTABLISHED.
 55. BORE PIT EDGES SHALL BE AT LEAST 1-FT HORIZONTAL PER 1-FT VERTICAL DEPTH AWAY FROM THE EXISTING COUNTY ROADWAY SHOULDER'S EDGE.
 56. BORINGS SHALL HAVE A MINIMUM COVER OF 2-FT VERTICALLY BELOW THE EXISTING DITCH FLOWLINE.
 57. UNLESS OTHERWISE SPECIFIED, TRACER WIRE IS REQUIRED IN ACCORDANCE WITH DANIEL & BROWN INC. SPECIFICATION 205, WATER LINE INSTALLATION.
 58. ALL GATE VALVES SHALL BE AVK OR CLOW.

DANIEL & BROWN INC.
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DESIGNED: B.L.W.
DRAWN: K.S.G.
REVISION: F
DATE: 6/10/09
REGISTRATION NO.: F-002223
FILE: H:\Users\kfoley\My Documents\Projects\New F-8-25-10\East Fork Standard Details

STANDARD DETAILS

FOR

EAST FORK SPECIAL UTILITY DISTRICT
COLLIN, DALLAS & ROCKWALL COUNTIES, TEXAS

STANDARD DETAILS

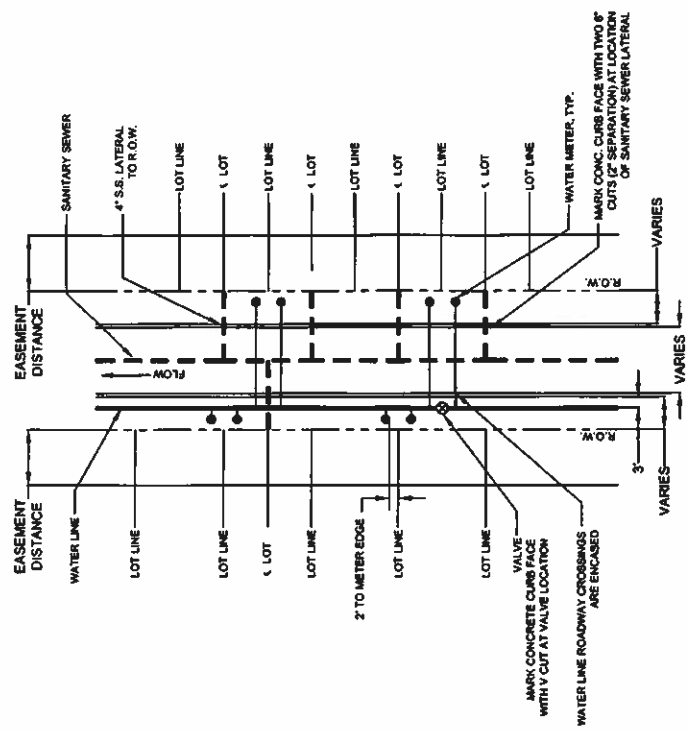
SHEET 2

STANDARD DETAILS		SHEET 3
COLLIN, DALLAS & ROCKWALL COUNTIES, TEXAS		
STANDARD DETAILS		
FOR EAST FORK SPECIAL UTILITY DISTRICT		
DESIGNED: B.L.W. DRAWN: K.S.G. REVISION: F DATE: 6/1/08 REGISTRATION NO.: F-002225		
FILE: N:\East Fork S.U.D. Standard Details\Arch\wv\wv\wv F 0-25-10\East Fork Standard Details		
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ENGINEERS/CONSULTANTS/PLANNERS		
DANIEL & BROWN INC.		
DBI		
EAST FORK S.U.D. WATER LINE SPECIFICATIONS		

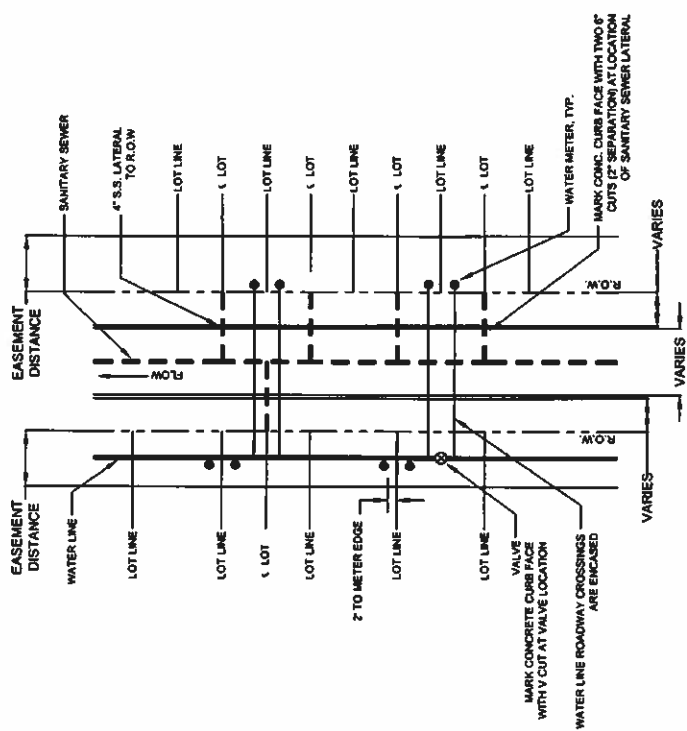
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DANIEL & BROWN INC.
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 REGISTRATION NO.: F-002225
 DATE: 8/10/08
 REVISION: F
 DESIGNED: B.L.W.
 DRAWN: K.S.G.
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STANDARD DETAILS
 FOR
 EAST FORK SPECIAL UTILITY DISTRICT
 COLLIN, DALLAS & ROCKWALL COUNTIES, TEXAS

SHEET 4



WATER / SANITARY SEWER SERVICE
 LOCATION (WATERLINE ON PUBLIC
 RIGHT-OF-WAY)
 NOT TO SCALE

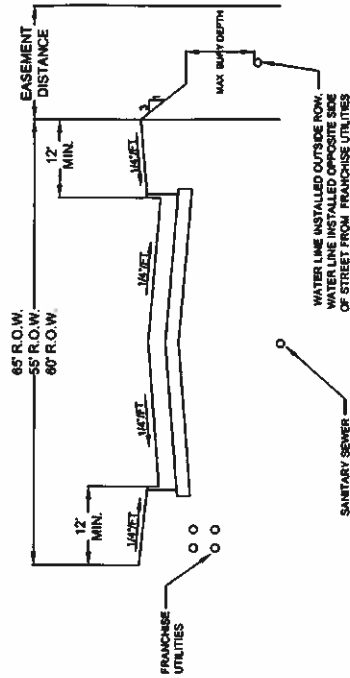


WATER / SANITARY SEWER SERVICE
 LOCATION (WATERLINE ON PRIVATE
 EASEMENT)
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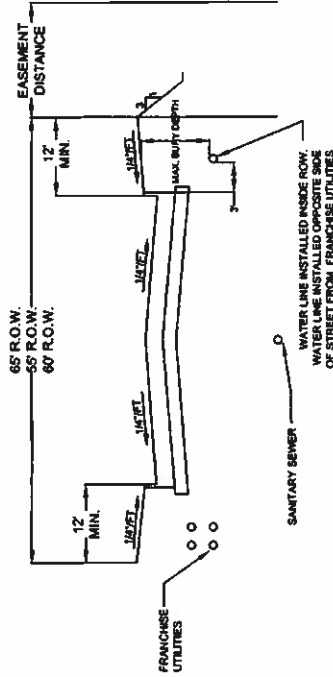
DANIEL & BROWN INC.
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 REGISTRATION NO. F-002223
 DESIGNED: B.L.W.
 DRAWN: K.S.O.
 REVISION: F
 DATE: 6/1/09
 FILE: N:\East Fork SUD\Standard Details\Arch\Rev F & 25-10 East Fork Standard Details

STANDARD DETAILS
 FOR
 EAST FORK SPECIAL UTILITY DISTRICT
 COLLIN, DALLAS & ROCKWALL COUNTIES, TEXAS

SHEET 5



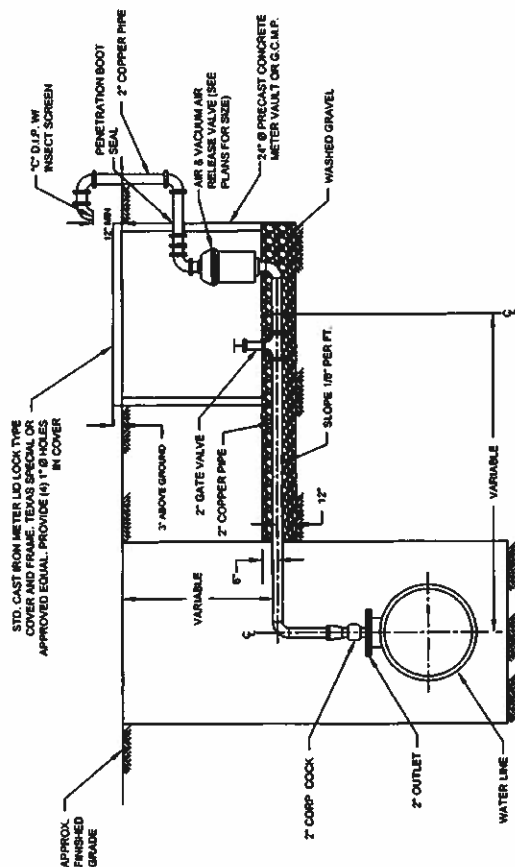
**ROADWAY SECTION
 (WATER LINE ON PRIVATE
 EASEMENT)**
 NOT TO SCALE



**ROADWAY SECTION
 (WATER LINE ON PUBLIC
 RIGHT-OF-WAY)**
 NOT TO SCALE

NOTES:

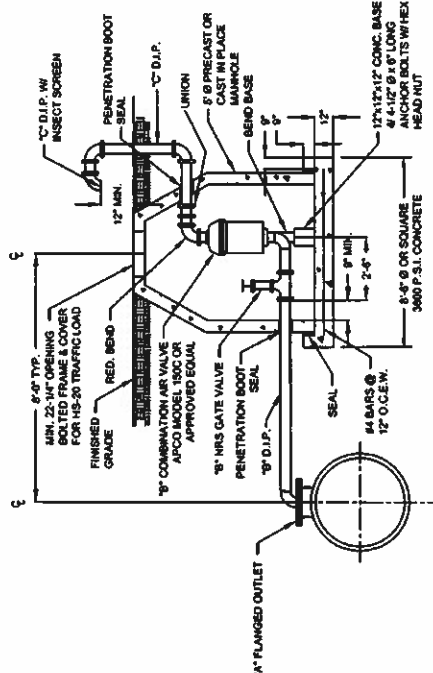
1. COMBINATION AIR & VACUUM AIR RELEASE VALVE. APCO CLA-VALVE OR APPROVED EQUAL.
2. LARGER AIR VALVE ASSEMBLY WILL REQUIRE LARGER PIPING & VALVE. (SEE PLANS)



AIR & VACUUM-AIR RELEASE VALVE INSTALLATION

NOTE: FOR DIM. "A," "B," & "C,"
SEE TABLE BELOW.

MAIN Ø	"A"	"B"	"C"
24"	4"	4"	4"
30"	4"	4"	4"
36"	4"	4"	4"
42"	6"	6"	6"
48"	6"	6"	6"
54"	6"	6"	6"

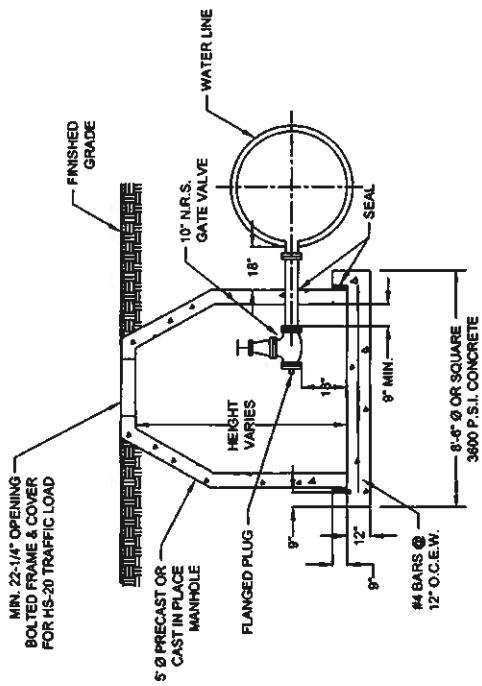


AIR RELEASE VALVE W/ MANHOLE
NOT TO SCALE

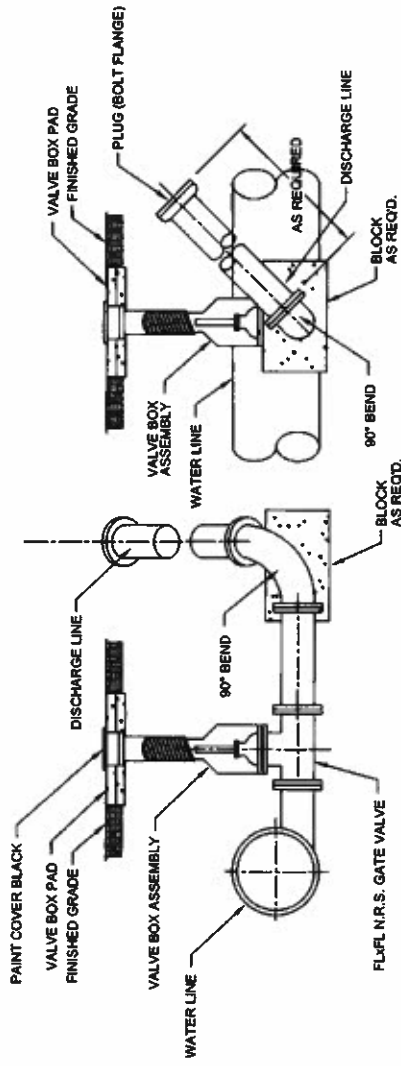
Daniel & Brown Inc. ENGINEERS/CONSULTANTS/PLANNERS 118 McKinney St. P.O. Box 606 Farmersville, Texas 75442 Phone 972-784-7771 Fax 972-782-7721 www.DanielBrown.com		DESIGNED: B.L.W. DRAWN: K.S.G. DATE: 8/1/03 REVISION: F REGISTRATION NO. F-0022225 FILE: N:\East Fork SUB\Standard Details\Utility\New F 8-25-10\East Fork Standard Details
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STANDARD DETAILS
 FOR
 EAST FORK SPECIAL UTILITY DISTRICT
 COLLIN, DALLAS & ROCKWALL COUNTIES, TEXAS

SHEET 7



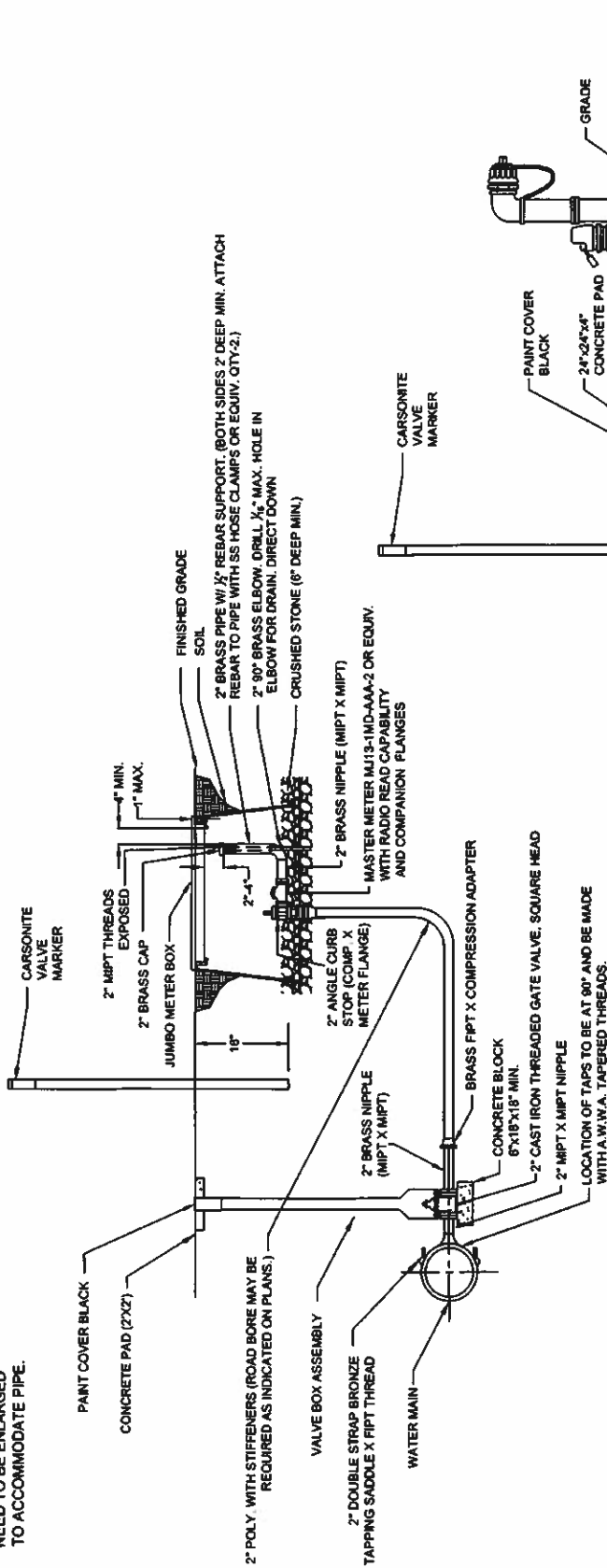
BLOW-OFF VALVE W/ MANHOLE
 NOT TO SCALE



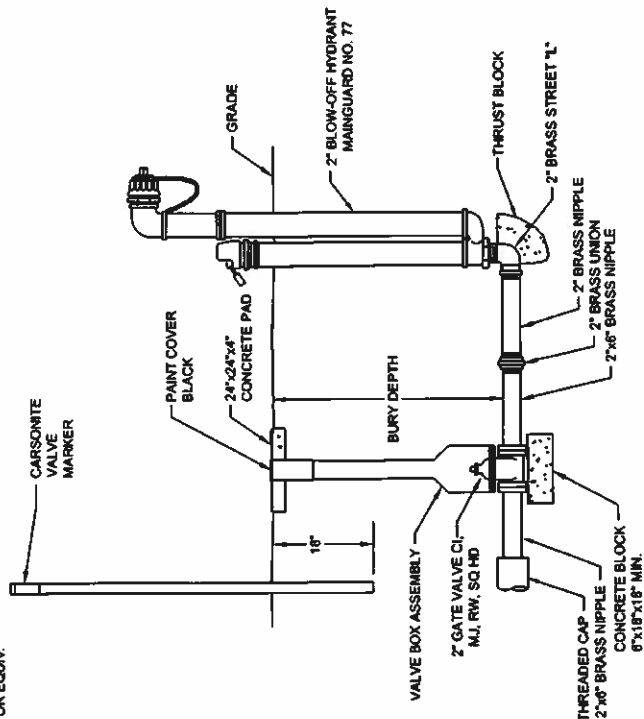
NOTE: ALL FITTINGS ARE FLANGED

BLOW VALVE INSTALLATION
 NOT TO SCALE

NOTES:
1. METER BOX HOLES MAY
NEED TO BE ENLARGED
TO ACCOMMODATE PIPE.



2" BURIED FLUSH VALVE ASSEMBLY
NOT TO SCALE



ABOVE GROUND FLUSH VALVE ASSEMBLY DETAIL
NOT TO SCALE

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REGISTRATION NO.: F-002225
DESIGNED: S.L.W.
DATE: 6/10/09
REVISION: F
FILE: N:\East Fork SUB\Standard Detail\Above Ground Flush Valve Standard Details

STANDARD DETAILS
FOR
EAST FORK SPECIAL UTILITY DISTRICT
COLLIN, DALLAS & ROCKWALL COUNTIES, TEXAS

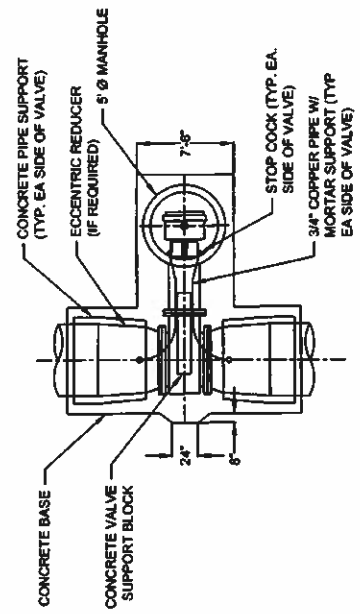
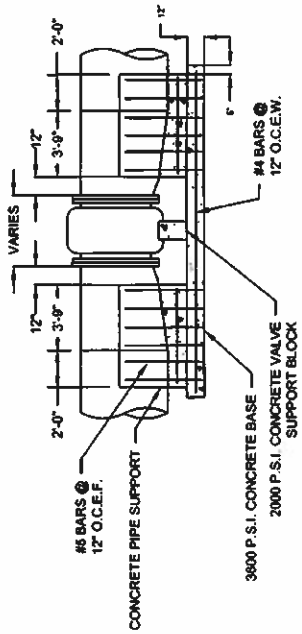
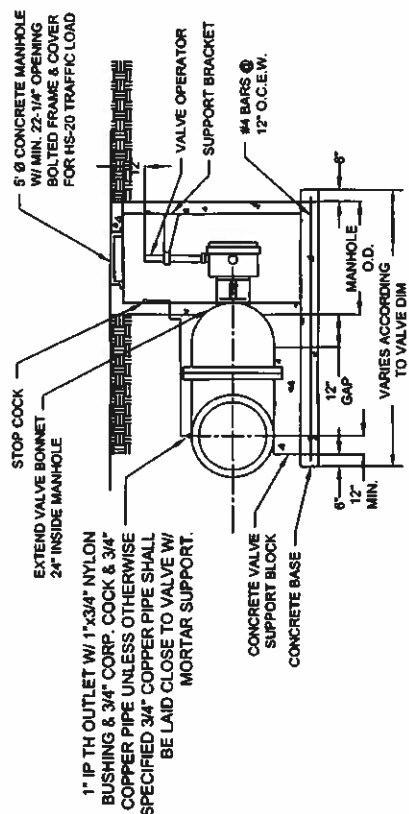
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ENGINEERS/CONSULTANTS/PLANNERS
 118 McKinney St.
 P.O. Box 606
 Farmersville, Texas 75442
 Phone 972-784-7771
 Fax 972-782-7721
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 DRAWN: K.S.G.
 REVISION: F
 DATE: 6/1/08
 REGISTRATION NO.: F-002223

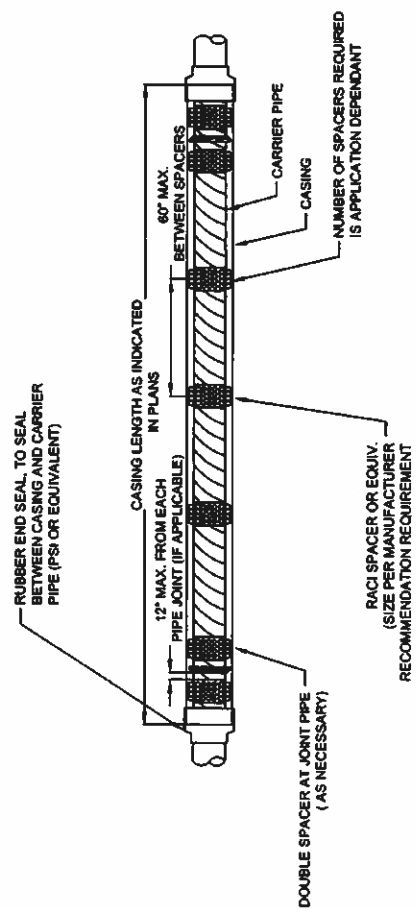
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STANDARD DETAILS
 FOR
EAST FORK SPECIAL UTILITY DISTRICT
 COLLIN, DALLAS & ROCKWALL COUNTIES, TEXAS

SHEET 9



HORIZONTAL VALVE DETAIL
 NOT TO SCALE

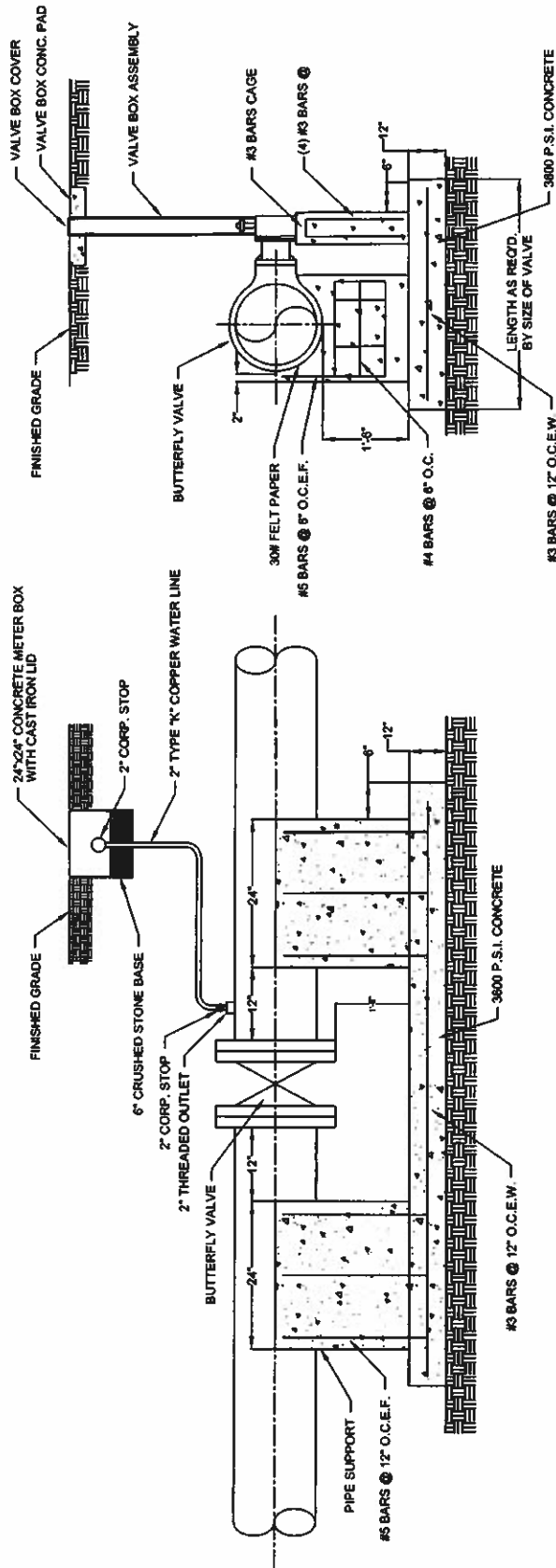


ENCASED WATERLINE DETAIL
 NOT TO SCALE

NOTES:
 1. 3 MORTAR BANDS MAY BE USED IN LIEU OF CASING SPACERS FOR R.C.C.P.

NOTE:

1. PAINT VALVE STACK COVERS IN ACCORDANCE WITH THE FOLLOWING:
STANDARD WATERLINE - BLUE
FIRE HYDRANT - SILVER
FLUSH VALVE - BLACK
DEAD END - WHITE



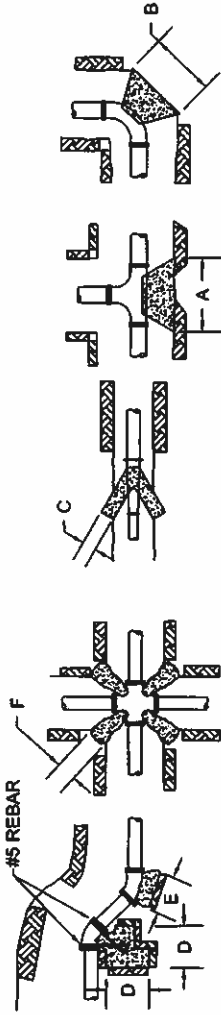
BUTTERFLY VALVE INSTALLATION
NOT TO SCALE

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STANDARD DETAILS FOR EAST FORK SPECIAL UTILITY DISTRICT COLLIN, DALLAS & ROCKWALL COUNTIES, TEXAS		STANDARD DETAILS

STANDARD DETAILS



GATE VALVE INSTALLATION
NOT TO SCALE



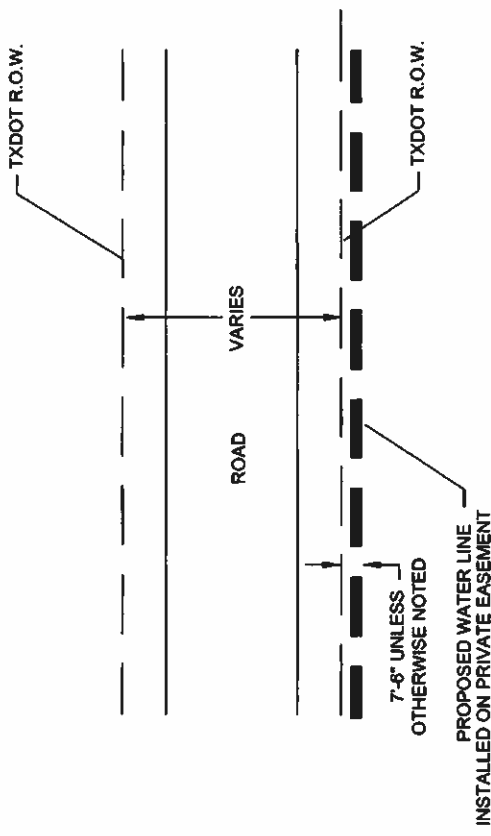
MINIMUM THRUST BLOCK DIMENSIONS

PIPE SIZE	A	B	C	D	E	F
6"	16"	20"	12"	26"	18"	18"
8"	22"	26"	14"	29"	21"	22"
10"	28"	34"	18"	35"	25"	26"
12"	34"	40"	20"	42"	30"	34"

THRUST BLOCK DETAILS

NOT TO SCALE

- NOTES:
- CONCRETE FOR THRUST BLOCKING SHALL BE MIN. 2000 PSI STRENGTH.
 - FORMS FOR THRUST BLOCKS SHALL NOT BE REQUIRED UNLESS PROPER DIMENSIONS CANNOT BE MAINTAINED.
 - ALL CONCRETE SHALL BE POURED. PREFABRICATED CONCRETE THRUST BLOCKS NOT ALLOWED.

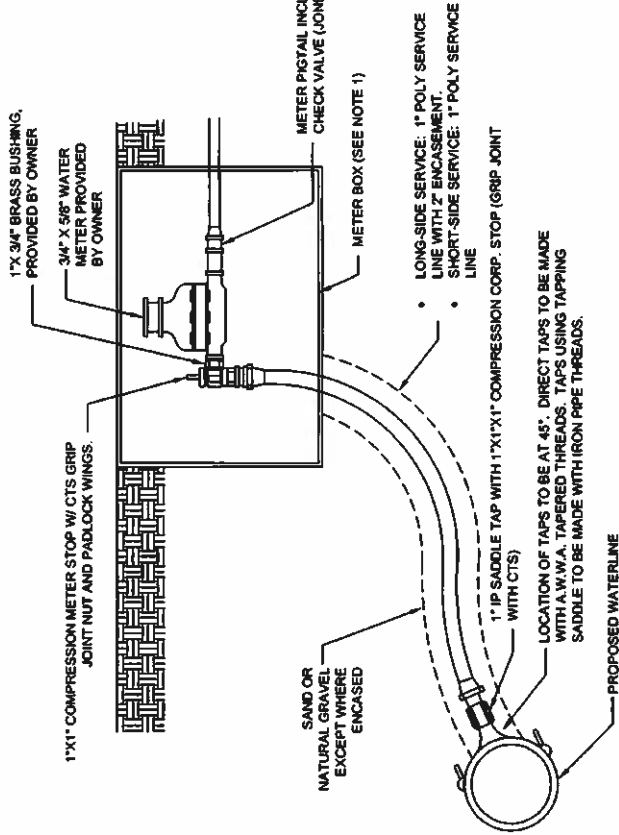


WATER LINE INSTALLATION DETAIL

NOT TO SCALE

SERVICE CONNECTION NOTES:

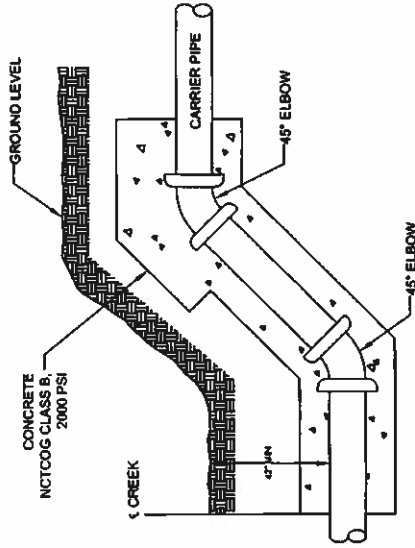
1. ALL METER BOXES SHALL BE BASS & HAYS FOUNDRY INC.: LID 3LID-P1, BOX #34P180
2. DOUBLE STRAP BRONZE TAPPING SADDLE (IF THREADS) REQUIRED FOR CONNECTION.
3. FORD BRASS
4. WATER SERVICES SHALL NOT BE CONNECTED TO FIRE HYDRANT LINES.
5. EMBEDMENT FOR SERVICE LINE SHALL BE 6" SAND ALL AROUND OR NATURAL GRAVEL NCTCOG 5M4.2.2.5.
6. UNLESS OTHERWISE STATED, ALL ITEMS PROVIDED BY CONTRACTOR.



STANDARD SERVICE TAP INSTALLATION

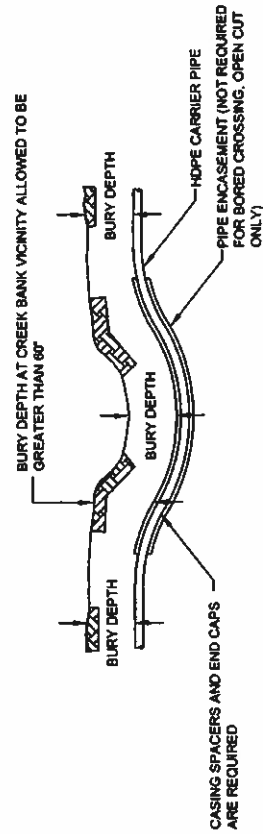
NOT TO SCALE

NOTE: ALL FITTING SHALL INCLUDE
MEGALUG CONNECTORS



TYPICAL CREEK CROSSING

NOT TO SCALE

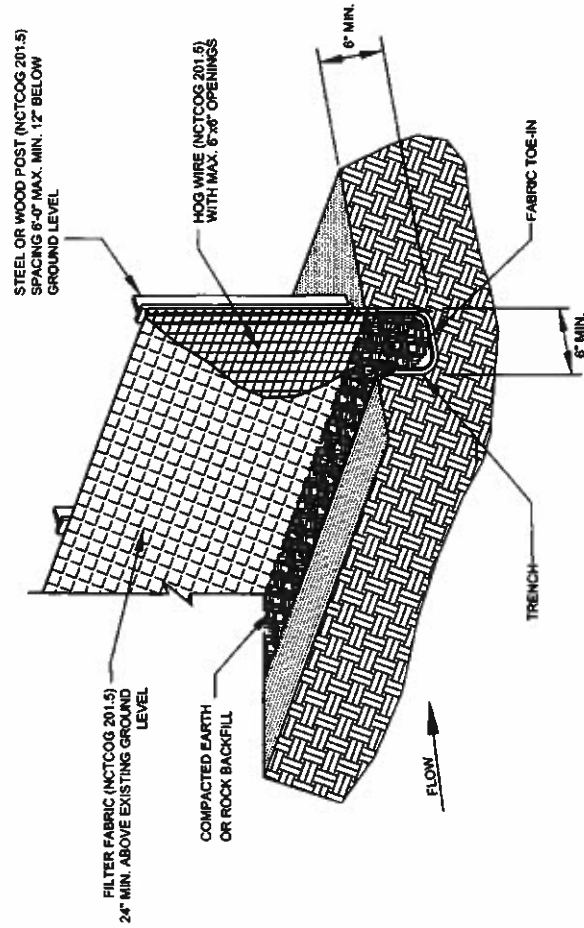


TYPICAL CREEK CROSSING DETAIL

NOT TO SCALE

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DRAWN: K.S.G.
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STANDARD DETAILS
FOR
EAST FORK SPECIAL UTILITY DISTRICT
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STANDARD DETAILS

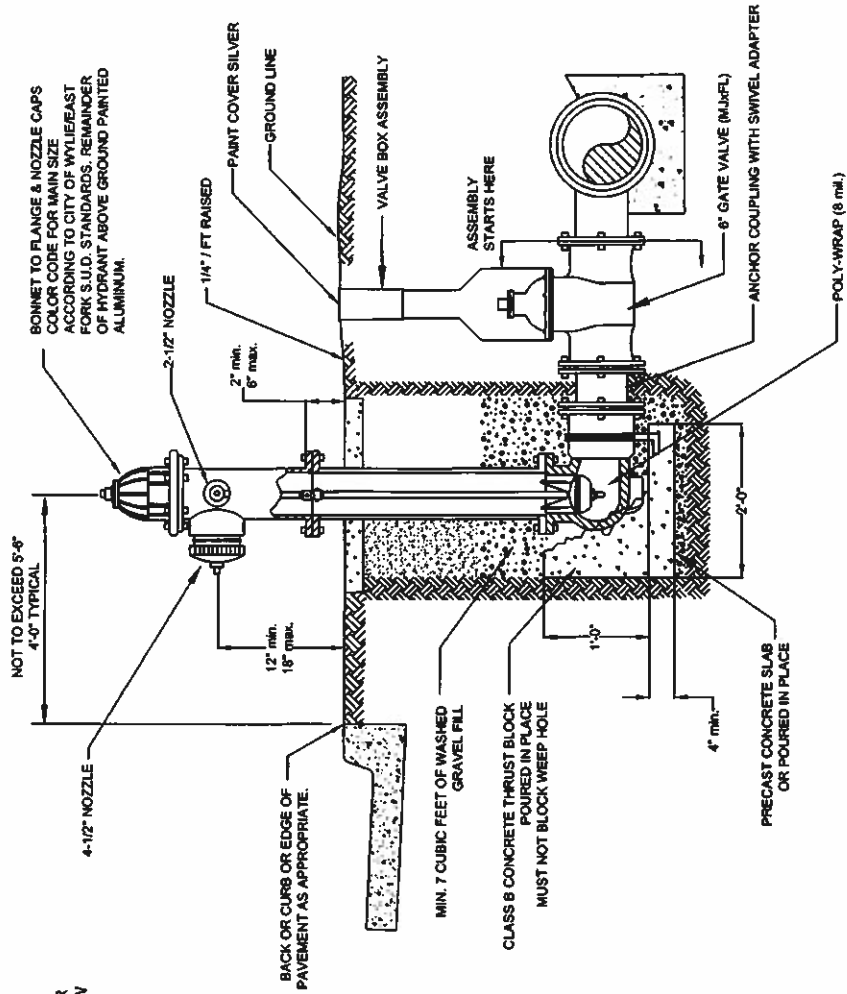


SILT FENCE DETAIL
 NOT TO SCALE

- SILT FENCE NOTES:**
1. STEEL POSTS WHICH SUPPORT THE SILT FENCE SHALL BE INSTALLED ON A SLIGHT ANGLE TOWARD THE ANTICIPATED RUNOFF SOURCE. POST MUST BE EMBEDDED A MINIMUM OF ONE FOOT.
 2. THE TOE OF THE SILT FENCE SHALL BE TRENCHED IN WITH A SPADE OR MECHANICAL TRENCHER, SO THAT THE DOWN SLOPE FACE OF THE TRENCH IS FLAT AND PERPENDICULAR TO THE LINE OF FLOW. WHERE FENCE CANNOT BE TRENCHED IN (e.g. PAVEMENT), WEIGHT FABRIC FLAP WITH ROCK ON UPHILL SIDE TO PREVENT FLOW FROM SEEPING UNDER FENCE.
 3. THE TRENCH MUST BE A MINIMUM OF 6 INCHES DEEP AND 6 INCHES WIDE TO ALLOW FOR THE SILT FENCE FABRIC TO BE LAID IN THE GROUND AND BACKFILLED WITH COMPACTED MATERIAL.
 4. SILT FENCE SHOULD BE SECURELY FASTENED TO EACH STEEL SUPPORT POST OR TO WOVEN WIRE, WHICH IN TURN IS ATTACHED TO THE STEEL FENCE POST. THERE SHALL BE A 3 FOOT OVERLAP, SECURELY FASTENED WHERE ENDS OF FABRIC MEET.
 5. THE CONTRACTOR SHALL INSPECT SILT FENCE WEEKLY AND AFTER MAJOR RAIN EVENTS TO ENSURE THAT THE DEVICE IS FUNCTIONING PROPERLY AND MAINTAINED IN ACCORDANCE WITH NCTCOG ITEM 201.
 6. SILT FENCE SHALL BE REMOVED WHEN THE SITE IS COMPLETELY STABILIZED SO AS NOT TO BLOCK OR IMPEDE STORM FLOW OR DRAINAGE.
 7. THE CONTRACTOR SHALL REMOVE SEDIMENT FROM BEHIND THE FENCE WHEN THE DEPTH HAS BUILT UP TO ONE-THIRD THE HEIGHT OF THE FENCE ABOVE GRADE. THE SEDIMENT SHALL BE DISPOSED OF AT AN APPROVED SITE AND IN SUCH A MANNER AS TO NOT CONTRIBUTE TO ADDITIONAL SEDIMENTATION.
 8. THE CONTRACTOR SHALL INSPECT FENCE POSTS TO ENSURE THAT THEY ARE PROPERLY SUPPORTING THE FENCE, IF NECESSARY, THE CONTRACTOR SHALL RESET AND ADD POSTS.
 9. THE CONTRACTOR SHALL INSPECT THE BASE OF THE FENCE TO ENSURE THAT NO GAPS HAVE DEVELOPED AND RE-TRENCH AS NECESSARY.
 10. THE CONTRACTOR SHALL INSPECT THE FILTER FABRIC TO ENSURE THAT IT IS NOT RIPPED, DAMAGED OR DETERIORATED AND REPLACE IT IN ACCORDANCE WITH THE ORIGINAL SPECIFICATIONS AND DETAILS.
 11. MAINTENANCE OF THE SILT FENCE SHALL BE AT THE CONTRACTORS OWN EXPENSE.

NOTES:

1. IN GENERAL ALL FIRE HYDRANTS SHALL CONFORM TO AWWA STANDARD SPECIFICATIONS FOR FIRE HYDRANTS FOR ORDINARY WATER WORKS SERVICE FOR WATER & SANITARY SEWER IMPROVEMENTS.
2. FIRE HYDRANTS SHALL HAVE A 5-1/4" MIN. VALVE OPENING & WITH A BARREL APPROX. 7" INSIDE DIAMETER.
3. ALL FIRE HYDRANTS SHALL BE EQUIPPED WITH A BREAKAWAY FLANGE. NOZZLE SECTION, UPPER & LOWER STAND PIPES & HYDRANTS SHALL BE DUCTILE IRON. THE UPPER BARREL ABOVE GROUND SHALL BE IN TWO SECTIONS TO ALLOW FOR EASY DISASSEMBLY. ALL HYDRANTS SHALL BE APPROVED BY THE DISTRICT.
4. BONNET COLOR
WATER MAIN CAP
4" BLACK
6" RED
8" BLUE
10" OR LARGER YELLOW
5. ALL HYDRANTS SHALL BE INSTALLED WITH A 24"x24" SQUARE REINFORCED CONCRETE PAD.
6. FIRE HYDRANTS SHALL BE WATERLOUS.
7. SPECIFIC FIRE HYDRANT PLACEMENT SHALL BE APPROVED BY EAST FORK S.U.D.



FIRE HYDRANT ASSEMBLY INSTALLATION

NOT TO SCALE

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www.DBIconultants.com
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DATE: 6/1/09
REVISION: F
DRAWN: K.S.O.
DESIGNED: B.L.W.
FILE: M:\East Fork SUB\Standard Details\Fire Hydrant\Fire Hydrant Standard Details

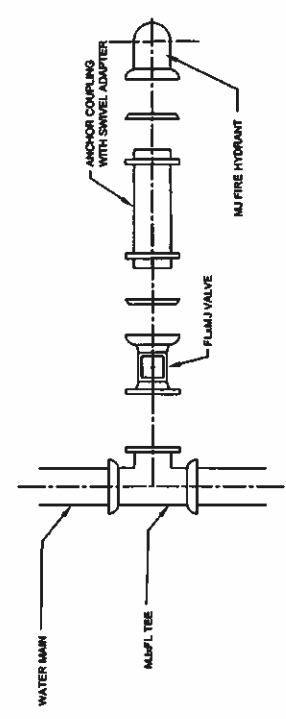
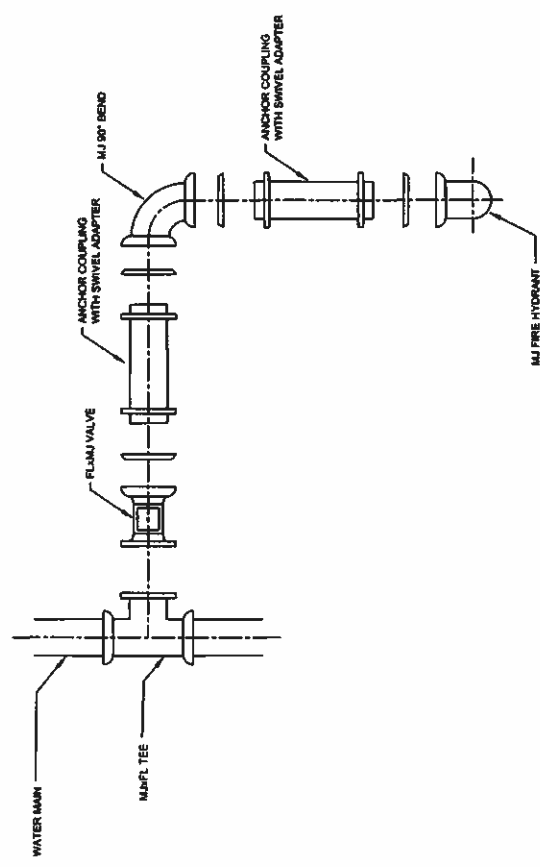
STANDARD DETAILS
FOR
EAST FORK SPECIAL UTILITY DISTRICT
COLLIN, DALLAS & ROCKWALL COUNTIES, TEXAS

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STANDARD DETAILS
 FOR
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 COLLIN, DALLAS & ROCKWALL COUNTIES, TEXAS
 STANDARD DETAILS

SHEET 16

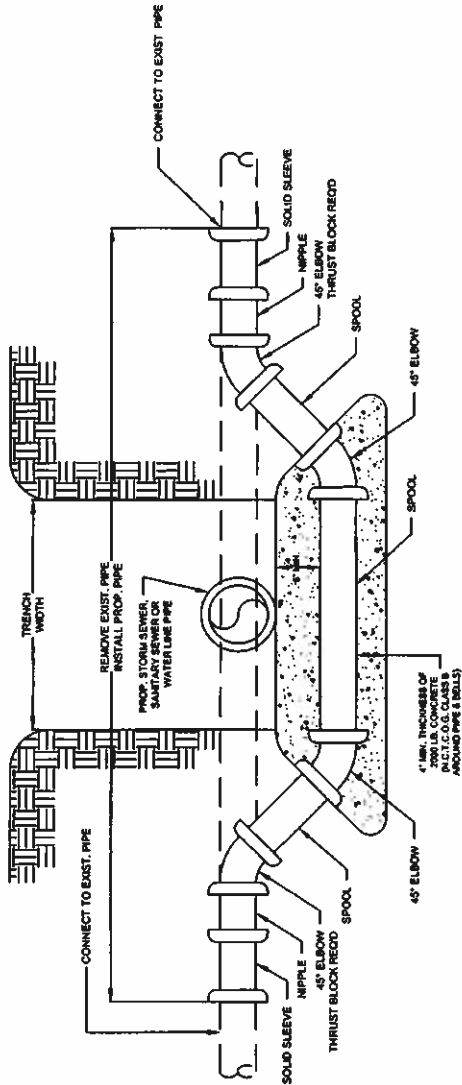
NOTE:
 ALL FIRE HYDRANT ASSEMBLY
 INSTALLATIONS SHALL INCLUDE
 ANCHOR COUPLINGS AND/OR SWIVEL
 ADAPTERS AS REQUIRED.



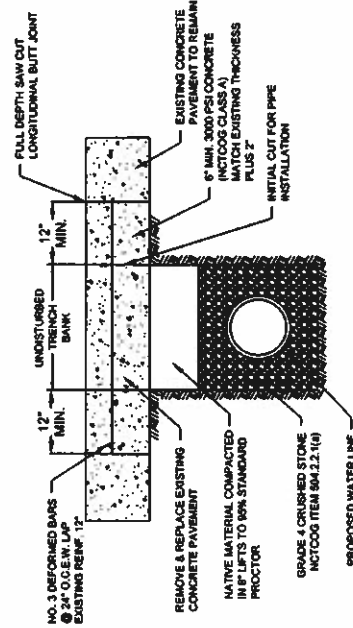
TYPICAL FIRE HYDRANT ASSEMBLY INSTALLATION PLANS
 NOT TO SCALE

NOTES:

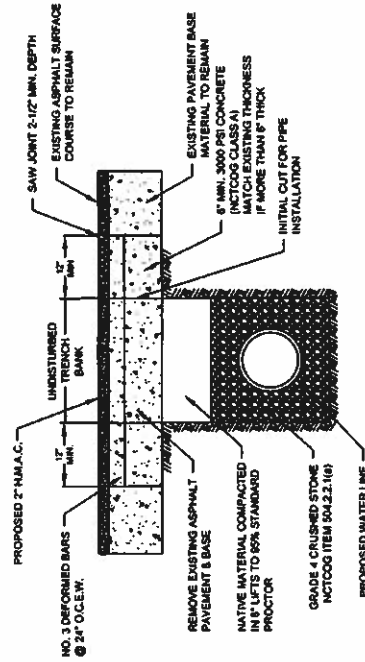
1. PROPOSED WATER PIPE SHALL BE DUCTILE IRON OR HDPE, UNLESS OTHERWISE SPECIFIED IN PLANS. ALL FITTINGS SHALL BE DUCTILE IRON (MJ-PE) MEGALUG.
2. PROPOSED PIPING & FITTINGS ARE SYMMETRIC ABOUT CENTER OF PROPOSED PIPE AND SHALL RETAIN TEST PRESSURES.
3. ALL THRUST BLOCKING SHALL BE SUBSIDIARY TO UNIT PRICE.
4. CROSSING OF SANITARY SEWER SHALL BE IN ACCORDANCE WITH T.C.E.Q. REQUIREMENTS.
5. HDPE PIPE MAY BE USED IN LIEU OF PVC PIPE WITH FITTINGS.
6. IF PVC PIPE WITH FITTINGS IS USED, ALL FITTINGS SHALL BE RODDED WITH STAINLESS STEEL RODS. MINIMUM 4 RODS.



EXISTING WATER MAIN LOWERING
NOT TO SCALE



CONCRETE STREET OR DRIVEWAY REPAIR
NOT TO SCALE

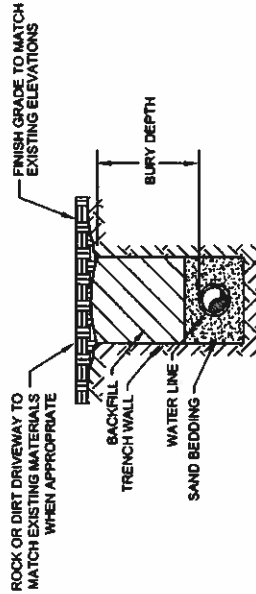


ASPHALT STREET OR DRIVEWAY REPAIR
NOT TO SCALE

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FILE: H:\TEAM FORK SUB\Standard Details\Water\Water F 8-25-10\Fork Standard Details

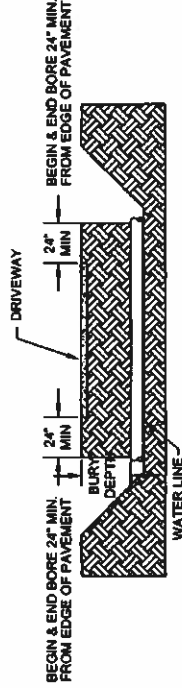
STANDARD DETAILS
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COLLIN, DALLAS & ROCKWALL COUNTIES, TEXAS
STANDARD DETAILS

- NOTES:
1. SELECT BACKFILL SHALL BE SOIL MATERIAL. ROCK IN SELECT BACKFILL SHALL BE LIMITED TO 2" MAX. DIMENSION.
 2. SELECT SOIL SHALL BE COMPACTED TO 80% OF STANDARD PROCTOR DENSITY.
 3. CUSTOMER FUNDED TESTING WILL BE PERFORMED ON THIS PROJECT FOR SOIL DENSITY (COMPACTION) AND CONCRETE REQUIREMENTS. IN THE EVENT OF A TEST FAILURE, THE CONTRACTOR SHALL PAY FOR ANY RETEST FEES.
 4. IN CASES WHERE THE WATER LINE EXCEEDS 8 FEET IN DEPTH DUE TO TERRAIN CHANGES, OR IN CASES WHERE THE GROUND IS A CONCENTRATED DRAINAGE AREA, NATURAL STONE LESS THAN SIEVE SIZE OF 3/4" SHALL BE USED IN PLACE OF SAND.



OPEN CUT ROCK/DIRT DRIVEWAY CROSSING DETAIL

NOT TO SCALE



CONCRETE/ASPHALT DRIVEWAY BORE DETAIL

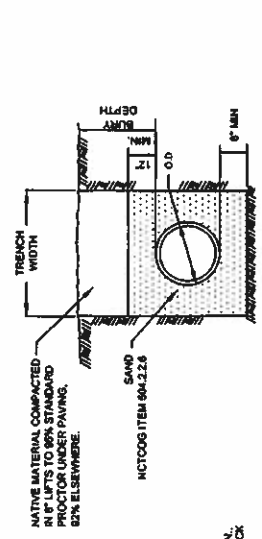
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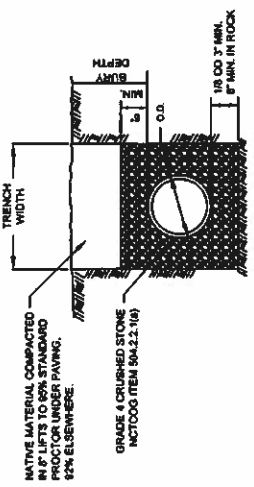
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DATE: 6/1/09
REGISTRATION NO.: F-002225
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STANDARD DETAILS
FOR
EAST FORK SPECIAL UTILITY DISTRICT
COLLIN, DALLAS & ROCKWALL COUNTIES, TEXAS

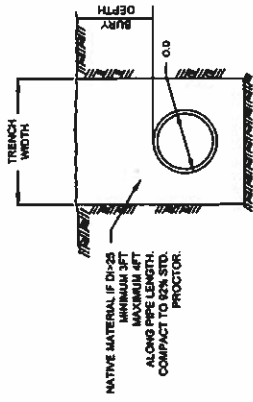
STANDARD DETAILS
 FOR
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CLASS B+
STD PVC WATER

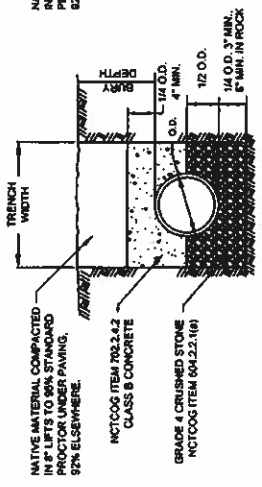


CLASS H
PVC PIPE ONLY

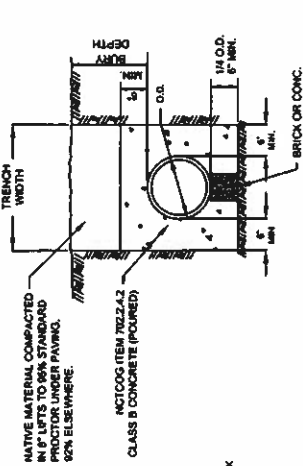


NOTE:
 PLACE ONE CLAY COLLAR AT
 EACH END OF PIPE
 TWO MAIN LINE VALVES

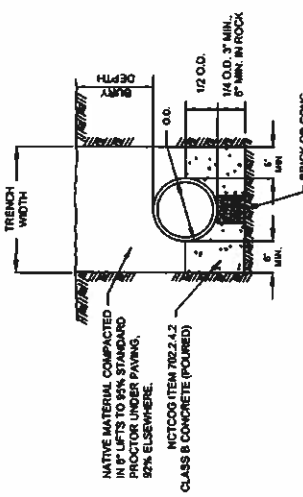
SEE PAGE BARRIER/CLAY COLLAR
 WATER MAINS



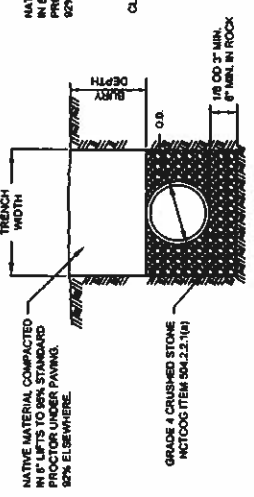
CLASS A-1
CONCRETE CAP



CLASS G
CONCRETE
ENCASMENT



CLASS A
CONCRETE CRADLE

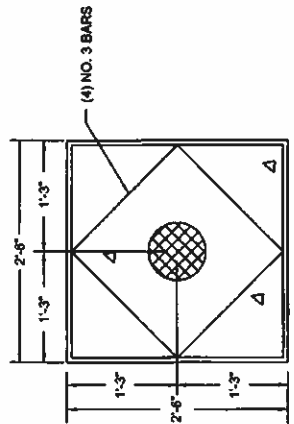


CLASS C
STD DI WATER

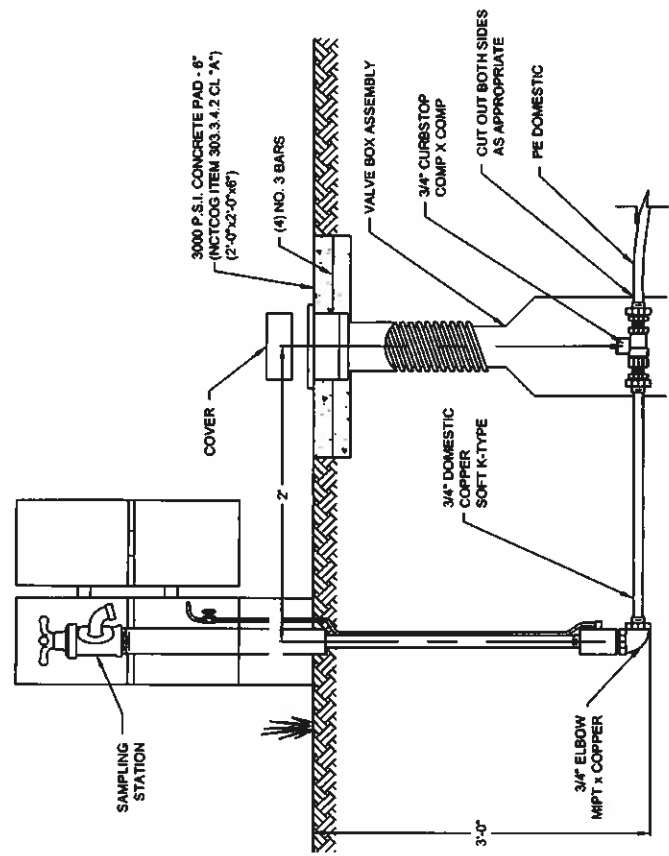
- NOTES:
 1. TRENCH WIDTH = MIN. 16\"/>

EMBEDMENT DETAILS FOR PVC WATER PIPE
 NOT TO SCALE

GENERAL NOTE:
 1. CONCRETE PAD 30" SQUARE TO BE POURED
 AROUND ALL VALVE BOXES NOT PLACED
 WITHIN CONCRETE PAVEMENT. 300 P.S.I.
 CONCRETE

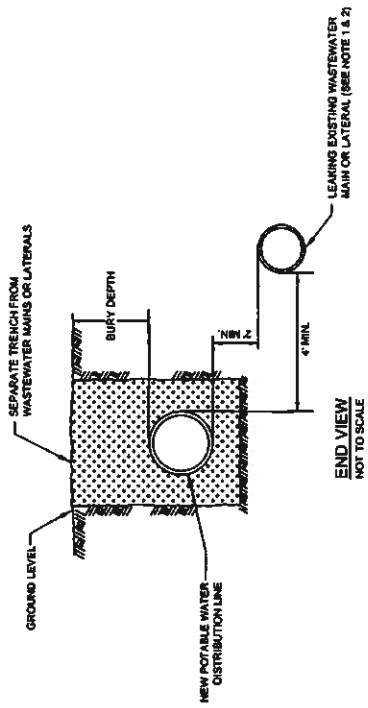


VALVE BOX PAD PLAN
 NOT TO SCALE



- GENERAL NOTES:
1. SAMPLING STATIONS SHALL BE 3'-0" BURY, WITH A 3/4" FIP INLET, AND A (3/4" HOSE OR UNTHREADED) NOZZLE.
 2. ALL STATIONS SHALL BE ENCLOSED IN A LOCKABLE, NONREMOVABLE, ALUMINUM-CAST HOUSING.
 3. WHEN OPENED, THE STATION SHALL REQUIRE NO KEY FOR OPERATION, AND THE WATER WILL FLOW IN AN ALL BRASS WATERWAY.
 4. ALL WORKING PARTS WILL ALSO BE OF BRASS AND BE REMOVABLE FROM ABOVE GROUND WITH NO DIGGING. EXTERIOR PIPING SHALL BE BRASS.
 5. A COPPER VENT TUBE WILL ENABLE EACH STATION TO BE PUMPED FREE OF STANDING WATER TO PREVENT FREEZING AND TO MINIMIZE BACTERIA GROWTH.
 6. ECLIPSE NO. 88 SAMPLING STATION SHALL BE MANUFACTURED BY KUPFERLE FOUNDRY, ST. LOUIS, MO 63102.

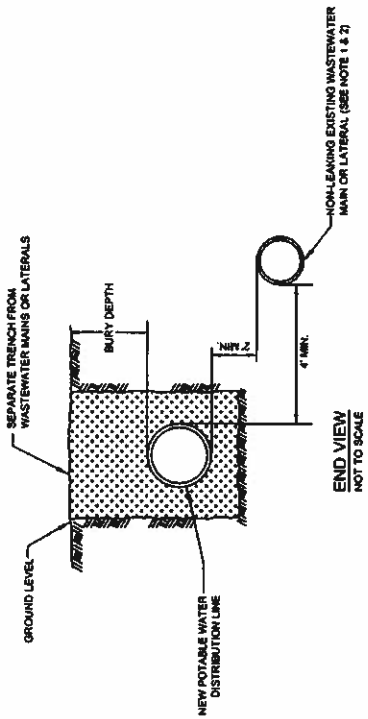
SAMPLING STATION
 NOT TO SCALE



TYPICAL WATER LINE INSTALLATION - PARALLEL LINES

9' SEPARATION DISTANCE CANNOT BE ACHIEVED.
EXISTING LEAKING WASTEWATER MAIN OR LATERAL.

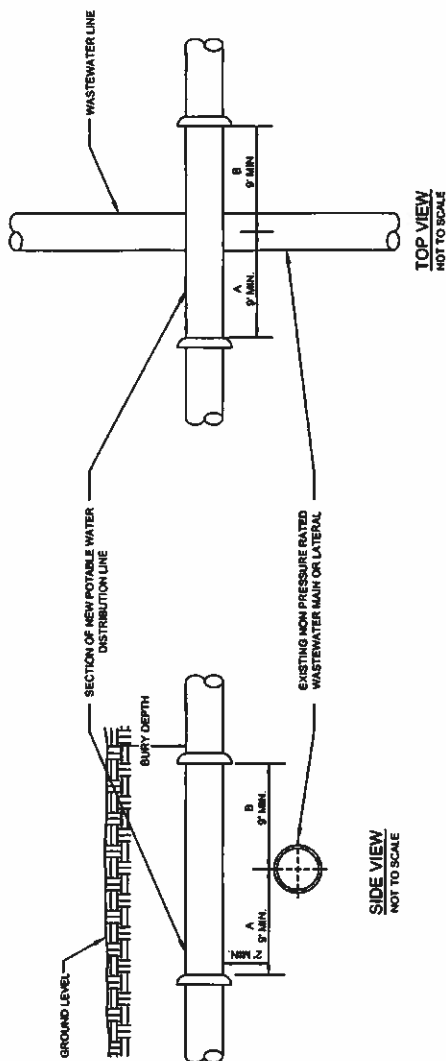
- NOTES:
1. EXISTING LEAKING WASTEWATER MAIN OR LATERAL SHALL BE REPLACED WITH 150 psi PRESSURE RATED PIPE, FOR AT LEAST 8' IN BOTH DIRECTIONS. MAKE EVERY EFFORT NOT TO DISTURB THE BEDDING AND BACKFILL OF THE EXISTING WASTEWATER MAIN OR LATERAL.
 - 2.



TYPICAL WATER LINE INSTALLATION - PARALLEL LINES

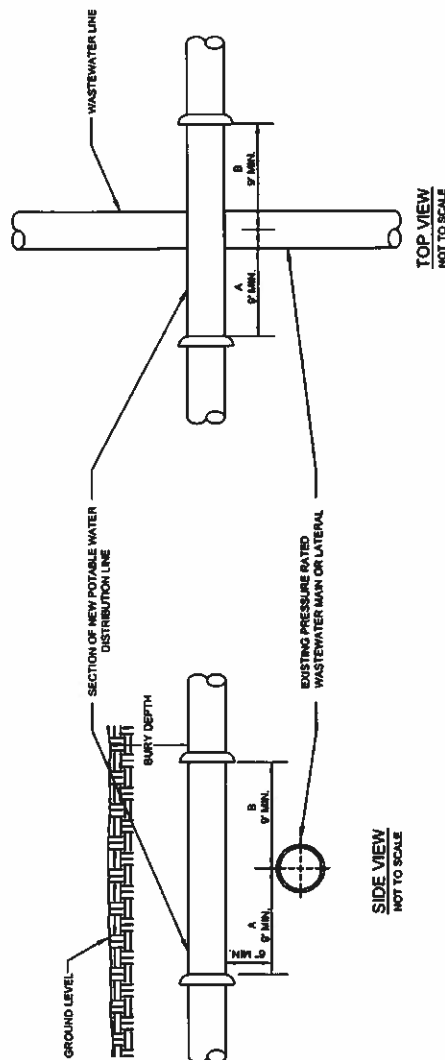
9' SEPARATION DISTANCE CANNOT BE ACHIEVED.
EXISTING NON-LEAKING WASTEWATER MAIN OR LATERAL.

- NOTES:
1. ENGINEER TO DETERMINE IF EXISTING WASTEWATER MAIN OR LATERAL IS NOT LEAKING.
 2. MAKE EVERY EFFORT NOT TO DISTURB THE BEDDING AND BACKFILL OF THE EXISTING WASTEWATER MAIN OR LATERAL.



TYPICAL WATER LINE INSTALLATION - CROSSING LINES

**9' SEPARATION DISTANCE CANNOT BE ACHIEVED.
EXISTING NON-PRESSURE RATED MAIN OR LATERAL.**

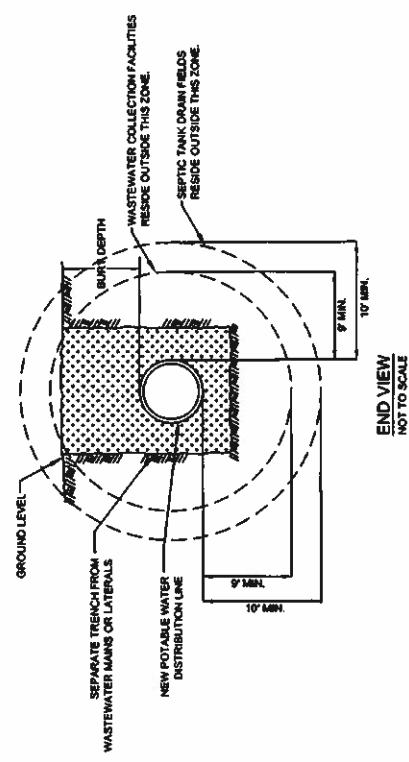


TYPICAL WATER LINE INSTALLATION - CROSSING LINES

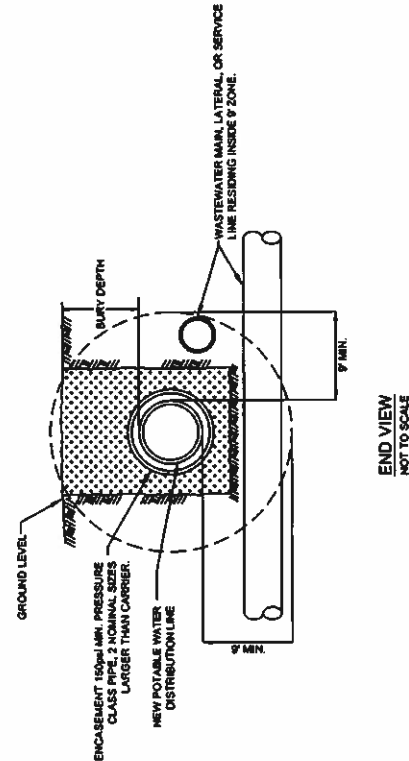
**SEPARATION DISTANCE CANNOT BE ACHIEVED.
EXISTING PRESSURE RATED MAIN OR LATERAL.**

- NOTES:
1. A AND B ARE EQUIDISTANT
IF EXISTING WASTEWATER
MAIN OR LATERAL SHOWS
SIGNS OF LEAKING, IT SHALL
BE REPLACED AT LEAST 9' IN
BOTH DIRECTIONS (18 FEET
TOTAL) WITH AT LEAST 150psi
PRESSURE RATED PIPE.

- NOTES:
1. A AND B ARE EQUIDISTANT IF EXISTING WASTEWATER MAIN OR LATERAL SHOWS SIGNS OF LEAKING. IT SHALL BE REPLACED AT LEAST 9' IN BOTH DIRECTIONS (18 FEET TOTAL) WITH AT LEAST 150psi PRESSURE RATED PIPE
 - 2.



TYPICAL WATER LINE INSTALLATION
9' SEPARATION DISTANCE CAN BE ACHIEVED



TYPICAL WATER LINE INSTALLATION - PARALLEL OR CROSSING
ALTERNATE INSTALLATION
9' SEPARATION DISTANCE CAN BE ACHIEVED

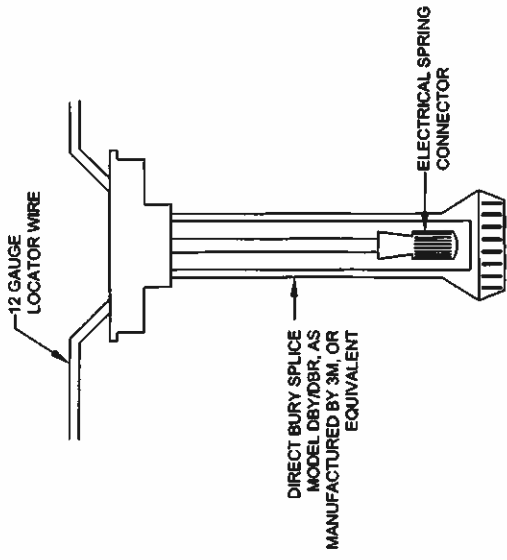
- NOTES:
1. FIRE HYDRANTS SHALL NOT BE INSTALLED WITHIN 9' VERTICALLY OR HORIZONTALLY OF ANY WASTEWATER MAIN, LATERAL, OR SERVICE LINE.
 2. SUCTION MAINS SHALL NOT CROSS WASTEWATER MAINS, LATERALS, OR SERVICE LINES.
 3. RAW WATER SUPPLY LINES SHALL NOT BE INSTALLED WITHIN 5' OF ANY TILE OR CONCRETE WASTEWATER MAINS, LATERALS, OR SERVICE LINES.

- NOTES:
1. SPACE AROUND CARRIER PIPE SUPPORTED EVERY 5' WITH SPACERS.
 2. IF CROSSING IS ENCOUNTERED, ENCASEMENT PIPE SHALL BE CENTERED WITH RESPECT TO THE CROSSING.
 3. ENCASEMENT EXTENDS FOR 9' MINIMUM BEYOND THE POINTS WHERE THE 9' KEEP-OUT ZONE IS ENCOUNTERED.
 4. ENCASEMENT SHALL BE SEALED AT THE ENDS WITH CEMENT GROUT OR MANUFACTURED SEALANT.

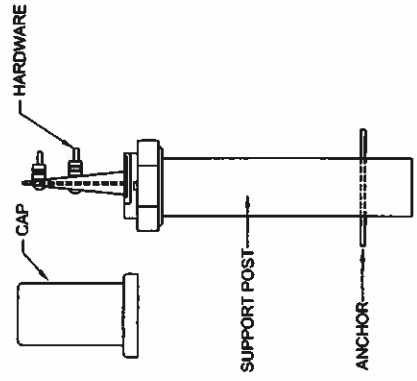
DBI DANIEL & BROWN INC. ENGINEERS/CONSULTANTS/PLANNERS 118 McKinney St. P.O. Box 606 Farmersville, Texas 75442 Phone 972-782-7777 Fax 972-782-7721 www.DBIConsultants.com		DESIGNED: B.L.W. DRAWN: K.S.G. REVISION: F DATE: 8/10/09 REGISTRATION NO.: F-002225 FILE: H:\East Fork SUB\Standard Details\Arch\Arch\F 8-25-10East Fork Standard Details
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STANDARD DETAILS FOR EAST FORK SPECIAL UTILITY DISTRICT COLLIN, DALLAS & ROCKWALL COUNTIES, TEXAS	STANDARD DETAILS
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SHEET 24



**LOCATOR WIRE
DIRECT BURY SPLICE DETAIL (AS REQUIRED)**
 NOT TO SCALE



- GENERAL NOTES:**
1. INSTALL EVERY 1,000 FEET OR AS REQD. BY ENGINEER.
 2. LOCATE AT PROPERTY LINES & ADJACENT TO EXISTING FENCES, UTILITY POLES OR OTHER APPURTENANCES AS MAY BE PRACTICAL.
 3. COLOR IS BLUE.
 4. LITTLE PINK MODEL, AS MANUFACTURED BY COTT OR EQUIVALENT

LOCATOR WIRE TEST STATION (AS REQUIRED)
 NOT TO SCALE



Wylie City Council

AGENDA REPORT

Meeting Date:	May 24, 2011	Item Number:	4.
Department:	Engineering		(City Secretary's Use Only)
Prepared By:	Chris Holsted	Account Code:	611-5719-56640
Date Prepared:	05/16/11	Budgeted Amount:	\$1,200,000
		Exhibits:	Bid Summary, Contract, Plans

Subject

Consider, and act upon, award of a contract to Wright Construction Co. in the amount of \$751,587.10 for the construction of the Twin Lakes Outfall Sanitary Sewer, Phase 2 project.

Recommendation

Motion to award a contract to Wright Construction Co. in the amount of \$751,587.10 for the construction of the Twin Lakes Outfall Sanitary Sewer, Phase 2 project.


Discussion

In 2007, approximately 8,300 linear feet of 48-inch gravity sewer line was installed to connect the Braddock Place development to the Muddy Creek Regional Wastewater Treatment Plant (MCRWWTP). Installation of a portion of the Twin Lakes Outfall Sewer line was necessary to connect the development to the City's sewer system. Phase 2 of the project extends the sewer line north from the Braddock Place development to the Twin Lakes lift station located in the south east portion of the Twin Lakes development. Installation of the line will eliminate the ongoing operation and maintenance cost of the lift station and transfer the sewer flow directly to the MCRWWTP via the new gravity line.

Council approved a midyear budget amendment on April 26, 2011 in the amount of \$1,200,000 for the construction of the project. On April 25th, fourteen bids were opened for the project and the low bid was submitted by Wright Construction Co. in the amount of \$751,587.10. Alternate pipe material was bid which significantly reduced the project cost.

TRC recommends award to Wright Construction Co. and the contract specifies 180 days for project completion.

Approved By

	Initial	Date
Department Director	CH	05/16/2011
City Manager		5/19/11



8140 Walnut Hill Lane
Suite 500
Dallas, TX 75231

214.471.4104 PHONE

www.TRCsolutions.com

May 5, 2011

Honorable Mayor and City Council Members
City of Wylie
300 County Club Road
Wylie, Texas 75098

Attn: Mr. Chris Holsted, P.E., City Engineer

Re: Twin Lakes Outfall Sanitary Sewer, Phase 2
Construction Bid Recommendation

Dear Mayor Hogue and Council Members:

On April 25, 2011 at 2:00 p.m., bids were received and opened for the above referenced project. A total of fourteen (14) bids were received. Please review the attached completed bid tabulation.

The low bid for the total base bid proposal was submitted by Wright Construction Co. of Grapevine, Texas in the amount of \$751,587.10. The second low bid was submitted by Garney Companies, Inc. of Kansas City, Missouri in the amount of \$779,599.50. The contractor will be required to complete the project within 180 days.

It is recommended that the City Council consider award of the project to the low bidder in the amount of \$751,587.10. The Contractor has a bid bond and will be required to furnish a Standard Form of Agreement, Performance Bond and Payment Bond to the City.

If there are any questions or if you need additional information, please feel free to contact this office.

Sincerely,

A handwritten signature in black ink, appearing to read "Justin Thomas", written in a cursive style.

Justin Thomas, P.E.
Project Engineer

Cc: K. Beau Perry, P.E., TRC

Attachments

City of Wylie
Twin Lakes Outfall Sanitary Sewer Phase 2
Bid Tabulation
April 25, 2011 - 2:00 PM



Item No.	Item Description	Qty.	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
BASE BID											
1	Clear/Grub of Easement	1	LS								
2	48" PVC Profile Sewer Pipe (0'-20')	3,524	LF	\$8,800.00	\$8,800.00	\$20,000.00	\$20,000.00	\$8,360.00	\$8,360.00	\$55,000.00	\$55,000.00
3	48" PVC Profile Sewer Pipe (20'-24')	543	LF	\$123.00	\$433,452.00	\$131.00	\$461,644.00	\$143.00	\$503,932.00	\$143.50	\$505,694.00
4	24" PVC Sewer Pipe (0'-20')	76	LF	\$141.00	\$76,562.00	\$162.00	\$87,966.00	\$154.00	\$83,622.00	\$159.00	\$86,337.00
5	8" PVC Sewer Pipe (0'-20')	99	LF	\$77.00	\$5,852.00	\$95.00	\$7,220.00	\$80.25	\$6,099.00	\$75.00	\$5,700.00
6	7" Standard Manhole (0'-20')	5	EA	\$35.00	\$3,465.00	\$45.00	\$4,455.00	\$46.50	\$4,603.50	\$32.00	\$3,168.00
7	7" Sealed Manhole (0'-20')	6	EA	\$10,525.00	\$52,625.00	\$10,500.00	\$52,500.00	\$6,243.00	\$31,215.00	\$6,600.00	\$33,000.00
8	7" Sealed Drop Manhole (0'-20')	1	EA	\$10,550.00	\$63,300.00	\$10,800.00	\$64,800.00	\$6,129.00	\$36,774.00	\$7,200.00	\$43,200.00
9	7" Standard Manhole (20'-24')	1	EA	\$11,470.00	\$11,470.00	\$12,400.00	\$12,400.00	\$8,749.00	\$8,749.00	\$7,800.00	\$7,800.00
10	Existing Sewer Connection	4	EA	\$12,735.00	\$12,735.00	\$15,500.00	\$15,500.00	\$7,355.00	\$7,355.00	\$6,600.00	\$6,600.00
11	36" Sewer Connection	1	EA	\$3,530.00	\$14,120.00	\$1,500.00	\$6,000.00	\$5,171.00	\$20,684.00	\$2,000.00	\$8,000.00
12	Trench Safety System	1	EA	\$5,130.00	\$5,130.00	\$4,200.00	\$4,200.00	\$5,408.00	\$5,408.00	\$1,000.00	\$1,000.00
13	Concrete Encasement	4,242	LF	\$1.00	\$4,242.00	\$1.00	\$4,242.00	\$2.00	\$8,484.00	\$0.50	\$2,121.00
14	Concrete Encasement	90	LF	\$110.00	\$9,900.00	\$98.00	\$8,820.00	\$104.00	\$9,360.00	\$90.00	\$8,100.00
15	Concrete Pavement	35	LF	\$160.00	\$5,600.00	\$100.00	\$3,500.00	\$55.50	\$1,942.50	\$650.00	\$22,750.00
16	Asphalt Pavement	18	LF	\$125.00	\$2,250.00	\$100.00	\$1,800.00	\$43.75	\$787.50	\$90.00	\$1,620.00
17	Plugs on Existing Sewer Lines	4	EA	\$2,160.00	\$8,640.00	\$250.00	\$1,000.00	\$1,140.00	\$4,560.00	\$700.00	\$2,800.00
18	Lift Station Abandonment	1	LS	\$18,450.00	\$18,450.00	\$3,000.00	\$3,000.00	\$4,710.00	\$4,710.00	\$3,000.00	\$3,000.00
19	Manholes Abandonment	1	EA	\$1,700.00	\$1,700.00	\$1,000.00	\$1,000.00	\$1,253.00	\$1,253.00	\$350.00	\$350.00
20	Removal of Existing Manholes	1	EA	\$960.00	\$960.00	\$1,500.00	\$1,500.00	\$1,321.00	\$1,321.00	\$300.00	\$300.00
21	Removal/Replacement Rip-Rap	10	LF	\$100.00	\$1,000.00	\$75.00	\$750.00	\$56.00	\$560.00	\$400.00	\$4,000.00
22	Stormwater Pollution Prevention Plan	1	LS	\$9,000.00	\$9,000.00	\$12,000.00	\$12,000.00	\$15,812.00	\$15,812.00	\$10,000.00	\$10,000.00
	Seeding	4,242	LF	\$0.55	\$2,333.10	\$1.25	\$5,302.50	\$7.50	\$31,815.00	\$1.30	\$5,514.60
	TOTAL BASE BID				\$751,587.10		\$779,599.50		\$797,406.50		\$816,054.60
ALTERNATE BID NO. 1											
A1.1	48" PVC Sewer Pipe (ASTM F679 0'-20')	3,524	LF	\$275.00	\$969,100.00	\$271.08	\$955,285.92	\$297.00	\$1,046,628.00	\$330.00	\$1,162,920.00
A1.2	48" PVC Sewer Pipe (ASTM F679 20'-24')	543	LF	\$294.00	\$159,642.00	\$302.08	\$164,029.44	\$308.00	\$167,244.00	\$345.00	\$187,335.00
	SUBTOTAL ALTERNATE BID NO. 1				\$1,128,742.00		\$1,119,315.36		\$1,213,872.00		\$1,350,265.00
	TOTAL ALTERNATE BID NO. 1				\$1,370,314.10		\$1,349,304.86		\$1,423,724.50		\$1,574,278.60
ALTERNATE BID NO. 2											
A2.1	48" Fiberglass Sewer Pipe (0'-20')	3,524	LF	\$167.00	\$588,508.00	\$164.44	\$579,486.56	\$176.00	\$620,224.00	\$156.50	\$551,506.00
A2.2	48" Fiberglass Sewer Pipe (20'-24')	543	LF	\$186.00	\$100,998.00	\$195.44	\$106,123.92	\$184.50	\$100,183.50	\$171.00	\$92,853.00
	SUBTOTAL ALTERNATE BID NO. 2				\$689,506.00		\$685,610.48		\$720,407.50		\$644,359.00
	TOTAL ALTERNATE BID NO. 2				\$931,078.10		\$915,599.98		\$930,260.00		\$868,382.60

Wright Construction Co. 601 W. Wall Street Grapevine, Texas 76051				Garney Companies, Inc. 1333 N.W. Vivion Road Kansas City, Missouri 64118				Larrett, Inc. 6712 FM 1836 Kaufman, Texas 75142				Lewis Contractors, Inc. P.O. Box 1623 Bertram, Texas 78605			
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City of Wylie
Twin Lakes Outfall Sanitary Sewer Phase 2
Bid Tabulation
April 25, 2011 - 2:00 PM



S.J. Louis Const. of Texas Ltd. P.O. Box 834 Mansfield, Texas 76063					Gin-Spen, Inc. 780 West Kennedale Parkway Kennedale, Texas 76060		Davis Excavation, Inc. 3807 Co. Road 276 Melissa, Texas 75454		Wilson Contractor Services 107 Bell Ave, Suite 3 Denton, Texas 76201		
Item No.	Item Description	Qty.	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
BASE BID											
1	Clear/Grub of Easement	1	LS	\$8,500.00	\$8,500.00	\$44,000.00	\$44,000.00	\$60,000.00	\$60,000.00	\$30,000.00	\$30,000.00
2	48" PVC Profile Sewer Pipe (0'-20')	3,524	LF	\$163.00	\$574,412.00	\$140.00	\$493,360.00	\$134.50	\$473,978.00	\$150.00	\$528,600.00
3	48" PVC Profile Sewer Pipe (20'-24')	543	LF	\$142.00	\$77,106.00	\$155.00	\$84,165.00	\$134.50	\$73,033.50	\$161.50	\$87,694.50
4	24" PVC Sewer Pipe (0'-20')	76	LF	\$76.00	\$5,776.00	\$71.00	\$5,396.00	\$68.00	\$5,168.00	\$73.00	\$5,548.00
5	8" PVC Sewer Pipe (0'-20')	99	LF	\$25.50	\$2,524.50	\$41.00	\$4,059.00	\$28.00	\$2,772.00	\$45.00	\$4,455.00
6	7' Standard Manhole (0'-20')	5	EA	\$7,850.00	\$39,250.00	\$8,200.00	\$41,000.00	\$12,000.00	\$60,000.00	\$10,000.00	\$50,000.00
7	7' Sealed Manhole (0'-20')	6	EA	\$7,870.00	\$47,220.00	\$8,300.00	\$49,800.00	\$12,000.00	\$72,000.00	\$10,100.00	\$60,600.00
8	7' Sealed Drop Manhole (0'-20')	1	EA	\$9,350.00	\$9,350.00	\$9,500.00	\$9,500.00	\$11,750.00	\$11,750.00	\$10,500.00	\$10,500.00
9	7' Standard Manhole (20'-24')	1	EA	\$10,400.00	\$10,400.00	\$9,300.00	\$9,300.00	\$18,000.00	\$18,000.00	\$11,000.00	\$11,000.00
10	Existing Sewer Connection	4	EA	\$2,100.00	\$8,400.00	\$7,300.00	\$29,200.00	\$3,500.00	\$14,000.00	\$2,000.00	\$8,000.00
11	36" Sewer Connection	1	EA	\$15,000.00	\$15,000.00	\$6,700.00	\$6,700.00	\$3,700.00	\$3,700.00	\$34,200.00	\$34,200.00
12	Trench Safety System	4,242	LF	\$0.10	\$424.20	\$0.75	\$3,181.50	\$1.00	\$4,242.00	\$2.00	\$8,484.00
13	Concrete Encasement	90	LF	\$50.00	\$4,500.00	\$120.00	\$10,800.00	\$110.00	\$9,900.00	\$90.00	\$8,100.00
14	Concrete Pavement	35	LF	\$45.00	\$1,575.00	\$120.00	\$4,200.00	\$217.00	\$7,595.00	\$83.00	\$2,905.00
15	Asphalt Pavement	18	LF	\$78.00	\$1,404.00	\$95.00	\$1,710.00	\$225.00	\$4,050.00	\$83.00	\$1,494.00
16	Plugs on Existing Sewer Lines	4	EA	\$44.00	\$176.00	\$900.00	\$3,600.00	\$900.00	\$3,600.00	\$800.00	\$3,200.00
17	Lift Station Abandonment	1	LS	\$9,000.00	\$9,000.00	\$2,500.00	\$2,500.00	\$3,500.00	\$3,500.00	\$2,500.00	\$2,500.00
18	Manholes Abandonment	1	EA	\$1,000.00	\$1,000.00	\$2,000.00	\$2,000.00	\$1,750.00	\$1,750.00	\$1,000.00	\$1,000.00
19	Removal of Existing Manholes	1	EA	\$2,500.00	\$2,500.00	\$2,400.00	\$2,400.00	\$1,200.00	\$1,200.00	\$1,000.00	\$1,000.00
20	Removal/Replacement Rip-Rap	10	LF	\$135.00	\$1,350.00	\$100.00	\$1,000.00	\$2,700.00	\$27,000.00	\$175.00	\$1,750.00
21	Stormwater Pollution Prevention Plan	1	LS	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$7,650.00	\$7,650.00	\$5,500.00	\$5,500.00
22	Seeding	4,242	LF	\$1.30	\$5,514.60	\$4.20	\$17,816.40	\$0.60	\$2,545.20	\$1.00	\$4,242.00
	TOTAL BASE BID				\$830,382.30		\$830,687.90		\$866,825.70		\$870,772.50
ALTERNATE BID NO. 1											
A1.1	48" PVC Sewer Pipe (ASTM F879 0'-20')	3,524	LF	\$303.00	\$1,067,772.00	\$293.00	\$1,032,532.00	\$278.00	\$979,672.00	\$352.00	\$1,240,448.00
A1.2	48" PVC Sewer Pipe (ASTM F879 20'-24')	543	LF	\$282.00	\$153,126.00	\$309.00	\$167,787.00	\$278.00	\$150,954.00	\$363.50	\$197,380.50
	SUBTOTAL ALTERNATE BID NO. 1				\$1,220,898.00		\$1,200,319.00		\$1,130,626.00		\$1,437,828.50
	TOTAL ALTERNATE BID NO. 1				\$1,399,762.30		\$1,453,481.90		\$1,450,440.20		\$1,692,306.50
ALTERNATE BID NO. 2											
A2.1	48" Fiberglass Sewer Pipe (0'-20')	3,524	LF	\$196.00	\$690,704.00	\$187.00	\$658,988.00	\$169.00	\$595,556.00	\$163.00	\$574,412.00
A2.2	48" Fiberglass Sewer Pipe (20'-24')	543	LF	\$176.00	\$95,568.00	\$202.00	\$109,686.00	\$169.00	\$91,767.00	\$174.50	\$94,753.50
	SUBTOTAL ALTERNATE BID NO. 2				\$786,272.00		\$768,674.00		\$687,323.00		\$669,165.50
	TOTAL ALTERNATE BID NO. 2				\$965,136.30		\$1,021,836.90		\$1,007,137.20		\$923,643.50

City of Wylie
Twin Lakes Outfall Sanitary Sewer Phase 2
Bid Tabulation
April 25, 2011 - 2:00 PM



Fox Contractors, Inc. P.O. Box 951 Cedina, Texas 75009				Jackson Construction, Ltd. 5112 Sun Valley Drive Fort Worth, Texas 76119		TNT's Pipeline 190 W. Hwy 114, Suite D Southlake, Texas 76092		Quality Excavation, Ltd. 5620 Hwy 377 Aubrey, Texas 76227	
Item No.	Item Description	Qty.	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total
BASE BID									
1	Clear/Grub of Easement	1	LS	\$7,150.00	\$7,150.00	\$50,000.00	\$50,000.00	\$25,000.00	\$25,000.00
2	48" PVC Profile Sewer Pipe (0'-20')	3,524	LF	\$116.05	\$408,960.20	\$148.00	\$521,552.00	\$170.00	\$599,080.00
3	48" PVC Profile Sewer Pipe (20'-24')	543	LF	\$118.50	\$64,345.50	\$148.00	\$80,364.00	\$170.00	\$92,310.00
4	24" PVC Sewer Pipe (0'-20')	76	LF	\$69.55	\$5,285.80	\$79.00	\$6,004.00	\$108.00	\$8,208.00
5	8" PVC Sewer Pipe (0'-20')	99	LF	\$37.45	\$3,707.55	\$39.00	\$3,861.00	\$45.00	\$4,455.00
6	7' Standard Manhole (0'-20')	5	EA	\$10,725.00	\$53,625.00	\$12,500.00	\$62,500.00	\$8,000.00	\$40,000.00
7	7' Sealed Manhole (0'-20')	6	EA	\$10,580.00	\$63,480.00	\$12,500.00	\$75,000.00	\$8,500.00	\$51,000.00
8	7' Sealed Drop Manhole (0'-20')	1	EA	\$11,172.00	\$11,172.00	\$12,500.00	\$12,500.00	\$8,500.00	\$8,500.00
9	7' Standard Manhole (20'-24')	1	EA	\$11,600.00	\$11,600.00	\$12,500.00	\$12,500.00	\$10,000.00	\$10,000.00
10	Existing Sewer Connection	4	EA	\$2,615.00	\$10,460.00	\$4,000.00	\$16,000.00	\$4,000.00	\$16,000.00
11	36" Sewer Connection	1	EA	\$166,800.00	\$166,800.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00
12	Trench Safety System	4,242	LF	\$5.05	\$21,422.10	\$1.00	\$4,242.00	\$1.00	\$4,242.00
13	Concrete Encasement	90	LF	\$185.00	\$16,650.00	\$100.00	\$9,000.00	\$100.00	\$9,000.00
14	Concrete Pavement	35	LF	\$251.00	\$8,785.00	\$115.00	\$4,025.00	\$150.00	\$5,250.00
15	Asphalt Pavement	18	LF	\$164.00	\$2,952.00	\$75.00	\$1,350.00	\$100.00	\$1,800.00
16	Plugs on Existing Sewer Lines	4	EA	\$700.00	\$2,800.00	\$500.00	\$2,000.00	\$500.00	\$2,000.00
17	Lift Station Abandonment	1	LS	\$7,700.00	\$7,700.00	\$5,000.00	\$5,000.00	\$10,000.00	\$10,000.00
18	Manholes Abandonment	1	EA	\$800.00	\$800.00	\$700.00	\$700.00	\$500.00	\$500.00
19	Removal of Existing Manholes	1	EA	\$2,500.00	\$2,500.00	\$500.00	\$500.00	\$2,000.00	\$2,000.00
20	Removal/Replacement Rip-Rap	10	LF	\$120.00	\$1,200.00	\$100.00	\$1,000.00	\$100.00	\$1,000.00
21	Stormwater Pollution Prevention Plan	1	LS	\$9,000.00	\$9,000.00	\$1,000.00	\$1,000.00	\$10,000.00	\$10,000.00
22	Seeding	4,242	LF	\$1.20	\$5,090.40	\$3.00	\$12,726.00	\$0.70	\$2,969.40
TOTAL BASE BID					\$885,485.55		\$885,824.00		\$907,314.40
ALTERNATE BID NO. 1									
A1.1	48" PVC Sewer Pipe (ASTM F679 0'-20')	3,524	LF	\$259.00	\$912,716.00	\$304.00	\$1,071,296.00	\$345.00	\$1,215,780.00
A1.2	48" PVC Sewer Pipe (ASTM F679 20'-24')	543	LF	\$265.00	\$143,895.00	\$304.00	\$165,072.00	\$345.00	\$187,335.00
SUBTOTAL ALTERNATE BID NO. 1					\$1,056,611.00		\$1,236,368.00		\$1,403,115.00
TOTAL ALTERNATE BID NO. 1					\$1,468,790.85		\$1,520,276.00		\$1,619,039.40
ALTERNATE BID NO. 2									
A2.1	48" Fiberglass Sewer Pipe (0'-20')	3,524	LF	\$175.25	\$617,581.00	\$195.00	\$687,180.00	\$180.00	\$634,320.00
A2.2	48" Fiberglass Sewer Pipe (20'-24')	543	LF	\$177.60	\$96,436.80	\$195.00	\$105,885.00	\$180.00	\$97,740.00
SUBTOTAL ALTERNATE BID NO. 2					\$714,017.80		\$793,065.00		\$732,060.00
TOTAL ALTERNATE BID NO. 2					\$1,126,197.65		\$1,076,973.00		\$947,984.40

City of Wylie
Twin Lakes Outfall Sanitary Sewer Phase 2
Bid Tabulation
April 25, 2011 - 2:00 PM



				KCK Utility Const., Inc. 103 N. Allen Drive Allen, Texas 75013		Atkins Bros. Equipment 918 West Marshall Drive Grand Prairie, Texas 75051	
Item No.	Item Description	Qty.	Unit	Unit Price	Total	Unit Price	Total
BASE BID							
1	Clear/Grub of Easement	1	LS	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
2	48" PVC Profile Sewer Pipe (0'-20')	3,524	LF	\$225.00	\$792,900.00	\$210.00	\$740,040.00
3	48" PVC Profile Sewer Pipe (20'-24')	543	LF	\$252.00	\$136,836.00	\$240.00	\$130,320.00
4	24" PVC Sewer Pipe (0'-20')	76	LF	\$129.00	\$9,804.00	\$110.00	\$8,360.00
5	8" PVC Sewer Pipe (0'-20')	99	LF	\$47.00	\$4,653.00	\$95.00	\$9,405.00
6	7' Standard Manhole (0'-20')	5	EA	\$12,500.00	\$62,500.00	\$13,000.00	\$65,000.00
7	7' Sealed Manhole (0'-20')	6	EA	\$12,000.00	\$72,000.00	\$16,000.00	\$96,000.00
8	7' Sealed Drop Manhole (0'-20')	1	EA	\$11,700.00	\$11,700.00	\$17,000.00	\$17,000.00
9	7' Standard Manhole (20'-24')	1	EA	\$14,100.00	\$14,100.00	\$20,000.00	\$20,000.00
10	Existing Sewer Connection	4	EA	\$2,980.00	\$11,920.00	\$2,000.00	\$8,000.00
11	36" Sewer Connection	1	EA	\$1,460.00	\$1,460.00	\$2,000.00	\$2,000.00
12	Trench Safety System	4,242	LF	\$0.10	\$424.20	\$10.00	\$42,420.00
13	Concrete Encasement	90	LF	\$120.00	\$10,800.00	\$40.00	\$3,600.00
14	Concrete Pavement	35	LF	\$136.00	\$4,760.00	\$60.00	\$2,100.00
15	Asphalt Pavement	18	LF	\$110.00	\$1,980.00	\$60.00	\$1,080.00
16	Plugs on Existing Sewer Lines	4	EA	\$1,400.00	\$5,600.00	\$2,000.00	\$8,000.00
17	Lift Station Abandonment	1	LS	\$2,000.00	\$2,000.00	\$19,000.00	\$19,000.00
18	Manholes Abandonment	1	EA	\$680.00	\$680.00	\$7,500.00	\$7,500.00
19	Removal of Existing Manholes	1	EA	\$1,320.00	\$1,320.00	\$10,000.00	\$10,000.00
20	Removal/Replacement Rip-Rap	10	LF	\$82.00	\$820.00	\$60.00	\$600.00
21	Stormwater Pollution Prevention Plan	1	LS	\$10,900.00	\$10,900.00	\$7,000.00	\$7,000.00
22	Seeding	4,242	LF	\$0.77	\$3,266.34	\$3.00	\$12,726.00
	TOTAL BASE BID				\$1,170,423.54		\$1,220,151.00
ALTERNATE BID NO. 1							
A1.1	48" PVC Sewer Pipe (ASTM F679 0'-20')	3,524	LF	No Bid	\$0.00	\$209.00	\$736,516.00
A1.2	48" PVC Sewer Pipe (ASTM F679 20'-24')	543	LF	No Bid	\$0.00	\$239.00	\$129,777.00
	SUBTOTAL ALTERNATE BID NO. 1				\$0.00		\$866,293.00
	TOTAL ALTERNATE BID NO. 1				\$0.00		\$1,216,084.00
ALTERNATE BID NO. 2							
A2.1	48" Fiberglass Sewer Pipe (0'-20')	3,524	LF	\$228.00	\$803,472.00	\$209.00	\$736,516.00
A2.2	48" Fiberglass Sewer Pipe (20'-24')	543	LF	\$256.00	\$139,008.00	\$239.00	\$129,777.00
	SUBTOTAL ALTERNATE BID NO. 2				\$942,480.00		\$866,293.00
	TOTAL ALTERNATE BID NO. 2				\$1,183,167.54		\$1,216,084.00

**EJCDC
STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR
ON THE BASIS OF A STIPULATED PRICE**

THIS AGREEMENT is by and between City of Wylie, Texas (hereinafter called OWNER) and _____
_____ (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 – WORK

1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Furnish all labor, tools, materials and equipment, and perform all work necessary to construct the Twin Lakes Outfall Sanitary Sewer, from Muddy Creek Regional WWTP to Twin Lakes Lift Station, Phase 2.

ARTICLE 2 – THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

**Twin Lakes Outfall Sanitary Sewer
From Muddy Creek Regional WWTP to Twin Lakes Lift Station
Phase 2**

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by:

**TRC Engineers, Inc.
505 E. Huntland Dr., Suite 250
Austin, TX 78752
512-454-8716**

who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Days to Achieve Substantial Completion and Final Payment

A. The Work will be substantially completed within 150 days after the date when the Contract Times commence to run as provided in paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions within 180 days after the date when the Contract Times commence to run.

4.03 Liquidated Damages

A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceedings the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER \$ 500.00 for each day that expires after the time specified in paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER \$ 500.00 for each day that expires after the time specified in paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraphs 5.01.A, 5.01.B, and 5.01.C below:

- A. For all Work other than Unit Price Work, a Lump sum of:

_____ (\$ _____)
(use words) (figure)

All specific cash allowances are included in the above price and have been computed in accordance with paragraph 11.02 of the General Conditions.

- B. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in this paragraph 5.01.B:

UNIT PRICE WORK

<u>No.</u>	<u>Item</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total Estimated</u>
------------	-------------	-------------	-------------------------------	-------------------	----------------------------

TOTAL OF ALL UNIT PRICES \$ _____ ()

As provided in paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by ENGINEER as provided in paragraph 9.08 of the General Conditions. Unit prices have been computed as provided in paragraph 11.03 of the General Conditions.

- C. For all Work, at the prices stated in CONTRACTOR's Bid, attached hereto as an exhibit:
(Not Applicable)

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

6.02 Progress Payments; Retainage

A. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment on or about the 25th day of each month during performance of the Work as provided in paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established in paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER may determine or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions:
 - a. 95% of Work completed (with the balance being retainage).
 - b. 95% of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
2. Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 95% of the Work completed, less such amounts as ENGINEER shall determine in accordance with paragraph 14.02.B.5 of the General Conditions and less 100% of ENGINEER's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 Final Payment

A. Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07.

ARTICLE 7 – INTEREST

- 7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of 0% per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. CONTRACTOR has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in paragraph 4.06 of the General Conditions.

E. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto

F. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.

H. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
1. This Agreement;
 2. Performance Bond;
 3. Payment Bond;
 4. General Conditions;
 5. Supplementary General Conditions;
 6. Specifications;
 7. Drawings;
 8. Addenda;
 9. Exhibits to this Agreement (enumerated as follows):
 - a. ~~Notice to Proceed;~~
 - b. CONTRACTOR's Bid;
 - c. Documentation submitted by CONTRACTOR prior to Notice of Award;
 10. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Written Amendments;
 - b. Work Change Directives;
 - c. Change Order(s).
- B. The documents listed in paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.05 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

A. Terms used in this Agreement will have the meanings indicated in the General Conditions.

10.02 Assignment of Contract

A. No assignment by a party hereto of any rights under or interests on the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

A. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law of Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf.

This Agreement will be effective on _____, _____ (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR:

City of Wylie, Texas

By: _____

By: _____

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest _____

Attest _____

Address for giving notices:

Address for giving notices:

300 Country Club Road
Wylie, Texas 75098

(If OWNER is a corporation, attach evidence of authority to sign. If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Owner-CONTRACTOR Agreement.)

License No. _____

(Where applicable)

Agent for service of process: _____

(If Contractor is a corporation or a partnership, attach evidence of authority to sign.)

Designated Representative:

Designated Representative:

Name: _____

Name: _____

Title: _____

Title: _____

Address: _____

Address: _____

Phone: _____

Phone: _____

Facsimile: _____

Facsimile: _____

CONSTRUCTION PLANS FOR
TWIN LAKES OUTFALL SANITARY SEWER
PROPOSED 48" SEWER
FROM MUDDY CREEK REGIONAL WWTP TO TWIN LAKES LIFT STATION
PHASE 2

MAYOR
ERIC HOGUE

MAYOR PRO-TEM
M.G. "RED" BYBOTH

CITY COUNCIL MEMBERS

DAVID GROSS
KATHY SPILLYARDS
BENNIE JONES
RICK WHITE
CARTER PORTER

CITY MANAGER
MINDY MANSON

CITY SECRETARY
CAROLE EHRLICH

CITY ENGINEER
J. CHRIS HOLSTED, P.E.

SUPERINTENDENT OF PUBLIC WORKS
MIKE SFERRA



MARCH 2011

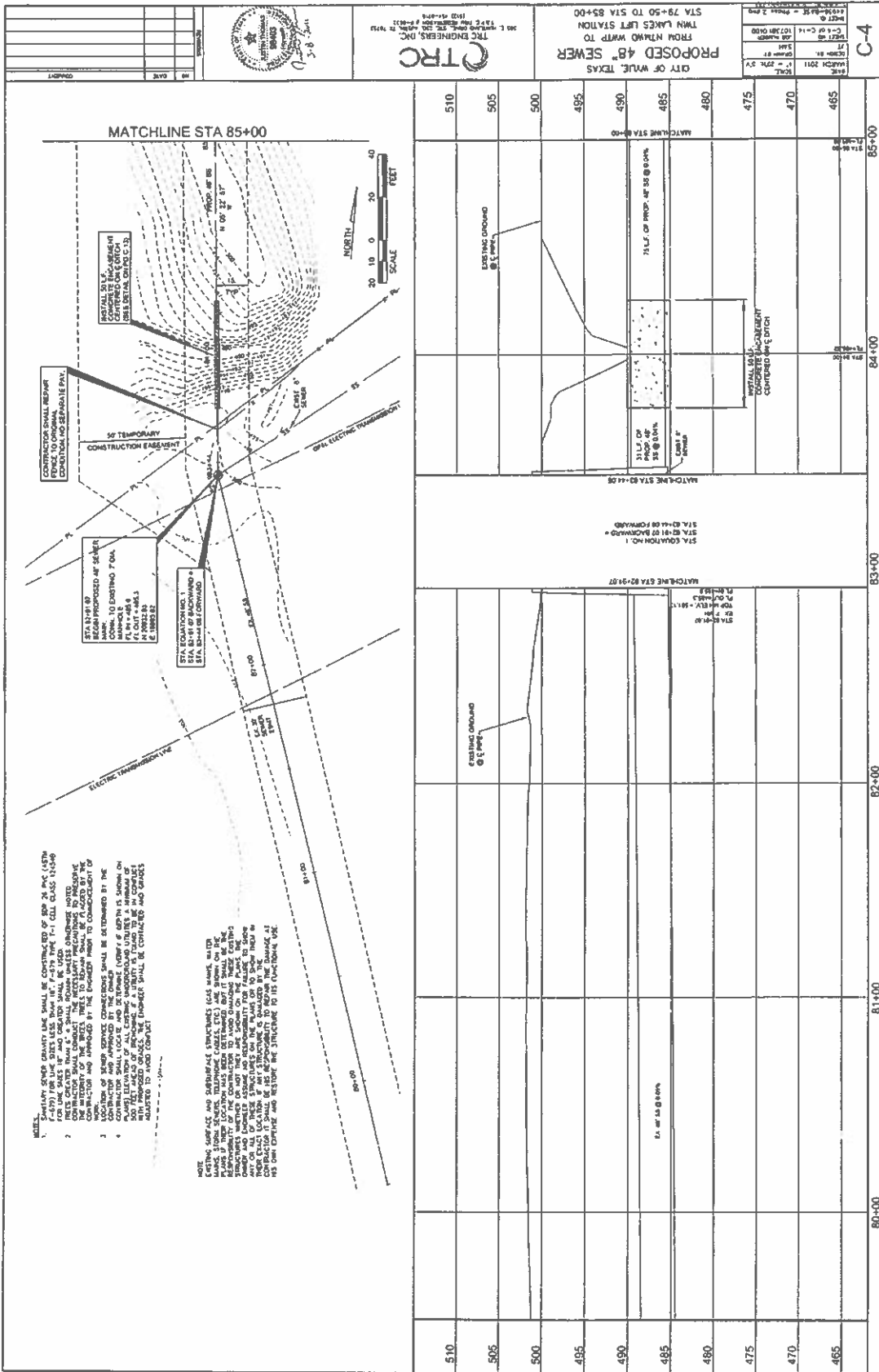


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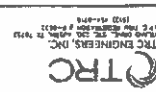
2. General Purpose

- [illegible]

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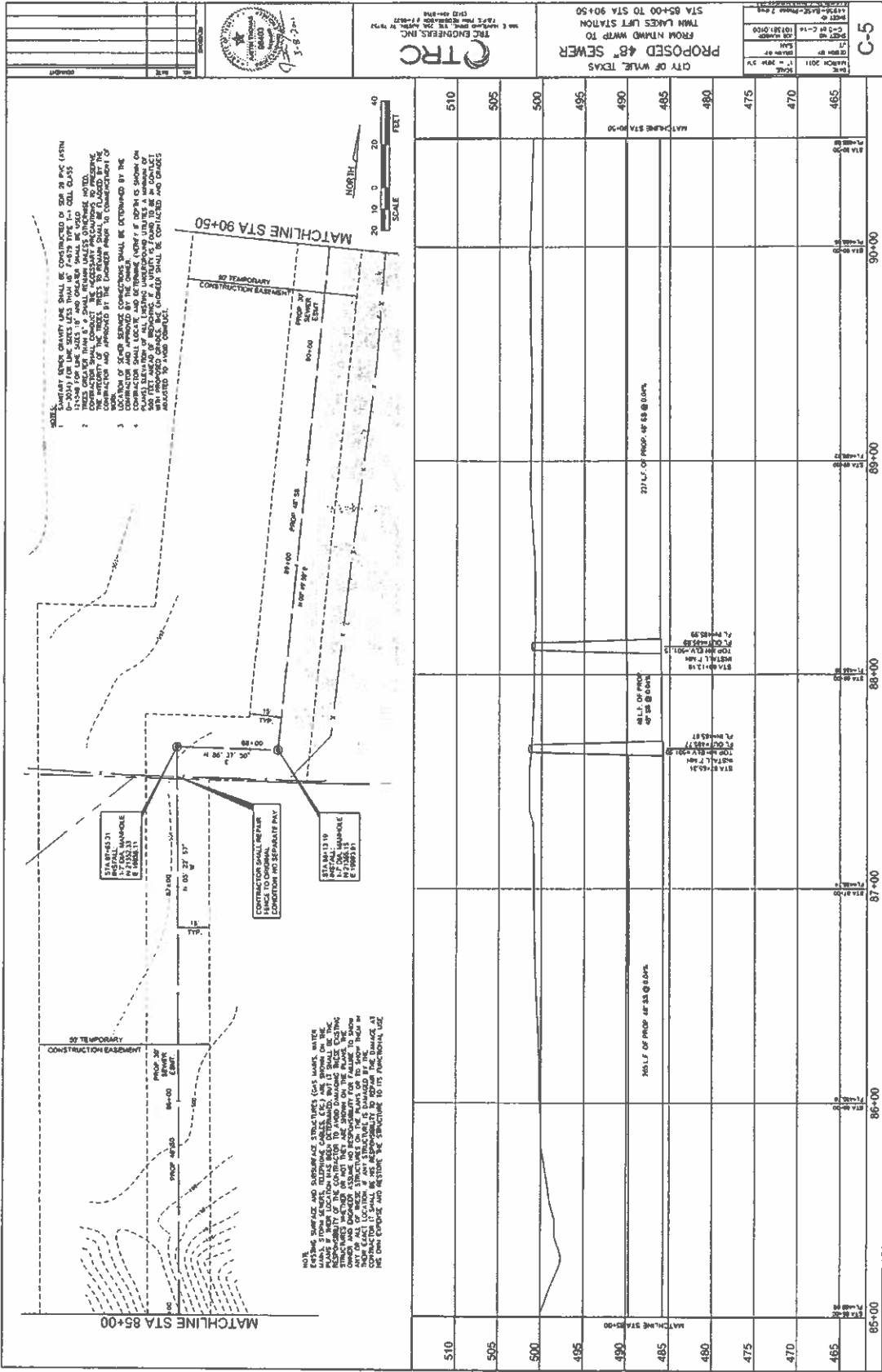
- NOTES:
1. SANITARY SEWER GRAVITY LINE SHALL BE CONSTRUCTED OF 48" DIA. PVC (ASTM D3034) WITH 10% STRENGTH REDUCTION FACTOR. THE MINIMUM COVER SHALL BE 5' TO THE TOP OF THE PIPE. THE MINIMUM COVER SHALL BE 5' TO THE TOP OF THE PIPE. THE MINIMUM COVER SHALL BE 5' TO THE TOP OF THE PIPE.
 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
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 4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.



CITY OF WYLL, TEXAS
FROM LAKES LIFT STATION
TO
STA 79+50 TO STA 85+00
PROPOSED 48" SEWER

DATE	REVISION	BY	CHKD
MARCH 2011	1	2011	2011

C-4



- NOTE: 1. EXISTING SEWER GRAVITY LINE SHALL BE CONSTRUCTED OF 24\"/>

NOTE: 1. SURFACE AND SUBSURFACE UTILITIES (E.G. WATER MAINS, STORM SEWERS, TELEPHONE CABLES, ETC.) ARE SHOWN ON THE PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION. 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS PRIOR TO CONSTRUCTION. 3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ACCESS TO ALL ADJACENT PROPERTIES AND UTILITIES DURING CONSTRUCTION. 4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING STRUCTURES AND UTILITIES FROM DAMAGE DURING CONSTRUCTION. 5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RESTORING ALL ADJACENT PROPERTIES AND UTILITIES TO ORIGINAL CONDITION AFTER CONSTRUCTION IS COMPLETE.

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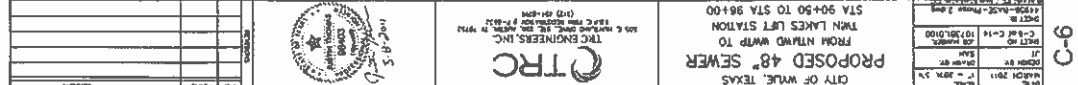
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THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN OF THE STRUCTURE, INCLUDING THE DESIGN OF THE FOUNDATION, THE DESIGN OF THE STRUCTURE, THE DESIGN OF THE INTERIOR FINISHES, THE DESIGN OF THE EXTERIOR FINISHES, THE DESIGN OF THE MECHANICAL, ELECTRICAL, AND PLUMBING SYSTEMS, AND THE DESIGN OF THE LANDSCAPE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CONSTRUCTION OF THE STRUCTURE, INCLUDING THE CONSTRUCTION OF THE FOUNDATION, THE CONSTRUCTION OF THE STRUCTURE, THE CONSTRUCTION OF THE INTERIOR FINISHES, THE CONSTRUCTION OF THE EXTERIOR FINISHES, THE CONSTRUCTION OF THE MECHANICAL, ELECTRICAL, AND PLUMBING SYSTEMS, AND THE CONSTRUCTION OF THE LANDSCAPE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE STRUCTURE, INCLUDING THE MAINTENANCE OF THE FOUNDATION, THE MAINTENANCE OF THE STRUCTURE, THE MAINTENANCE OF THE INTERIOR FINISHES, THE MAINTENANCE OF THE EXTERIOR FINISHES, THE MAINTENANCE OF THE MECHANICAL, ELECTRICAL, AND PLUMBING SYSTEMS, AND THE MAINTENANCE OF THE LANDSCAPE.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF CHICAGO AND THE STATE OF ILLINOIS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF CHICAGO AND THE STATE OF ILLINOIS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF CHICAGO AND THE STATE OF ILLINOIS.

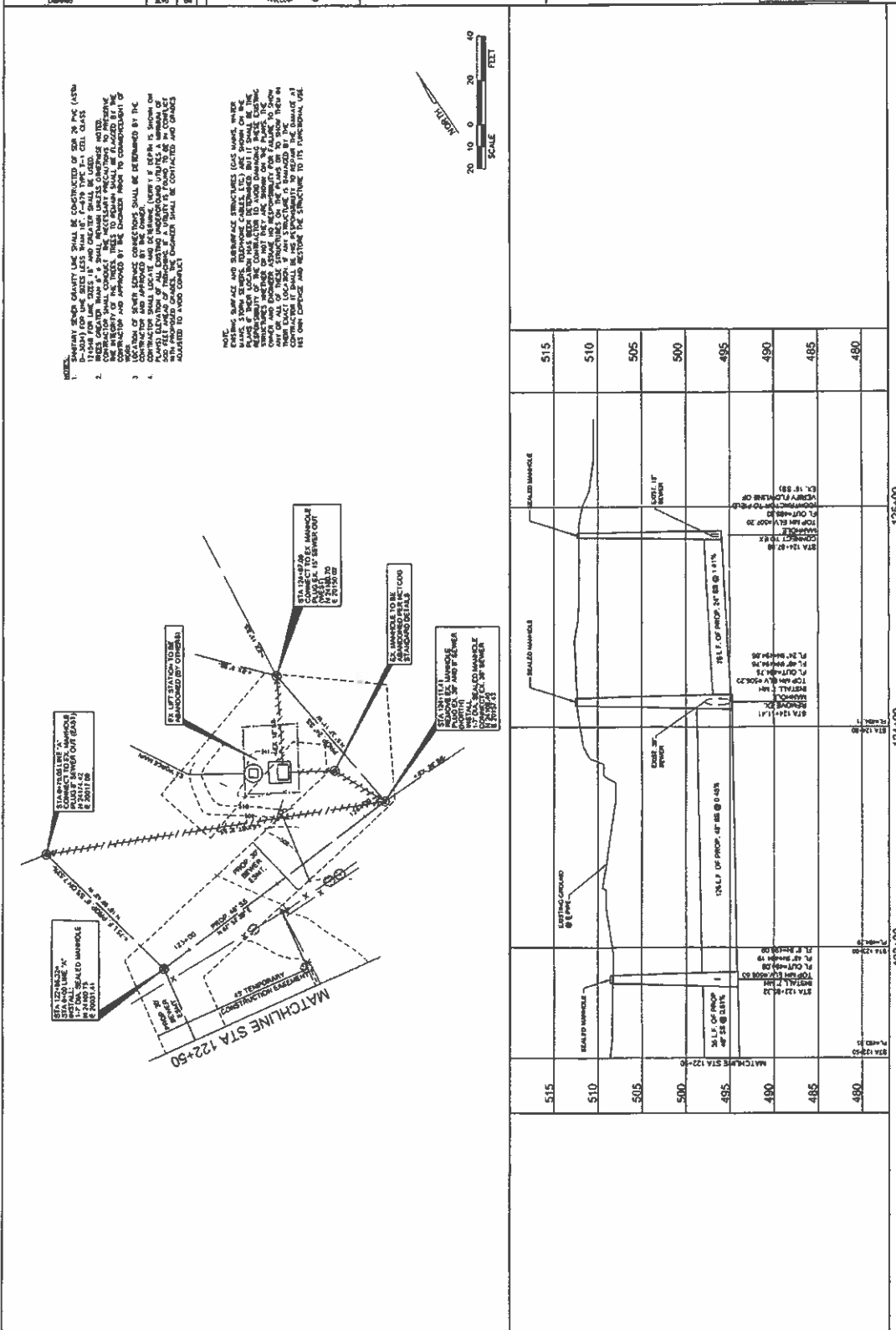
CITY OF WILE, TEXAS
PROPOSED 48" SEWER
FROM NINARD WWP TO
TWIN LAKES LIFT STATION
STA 101+50 TO STA 107+00

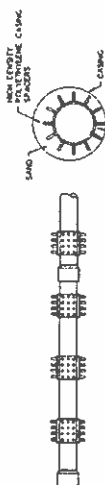
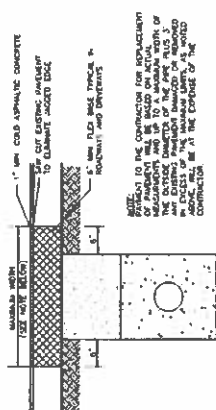
MARCH 2011	SUNDAY 8	7-9 PM
ADULT \$10	JR \$6	KID \$3
CASH OR CREDIT CARD ONLY		
DO NOT BRING FOOD OR DRINK		
TICKETS ARE NON-REFUNDABLE		
CONTACT US AT 703-255-1111 FOR MORE INFO		

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CITY OF WYATTE, TEXAS
PROPOSED 48" SEWER
FROM NTHWD WWP TO
TWIN LAKES LIFT STATION
STA 122+50 TO LIFT STATION

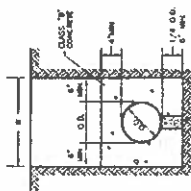
TRC ENGINEERS, INC.
1201 C. HARRIS BLVD., 12TH FLOOR, WASHINGTON, D.C. 20004
(202) 462-8000

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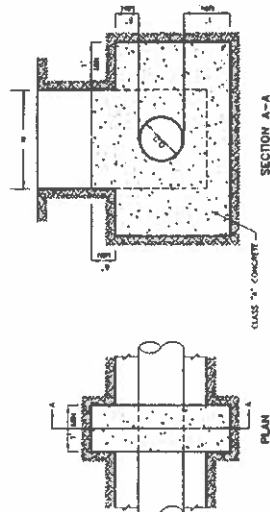
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NOTE: PAYMENT TO THE CONTRACTOR FOR REPLACEMENT OF PAVEMENT WILL BE BASED ON ACTUAL MEASUREMENTS AND UP TO A MAXIMUM WIDTH OF THE OUTSIDE DIMENSIONS OF THE PAVEMENT PLUS 3". CONTRACTOR SHALL ESTIMATE AND REMOVE OR REPAIR EXCESS PAVEMENT DAMAGED OR REMOVED IN EXCESS OF THE MAXIMUM LIMITS, AS NOTED ABOVE, WILL BE AT THE EXPENSE OF THE CONTRACTOR.

ASPHALT STREET
OR DRIVEWAY REPAIR
in 15

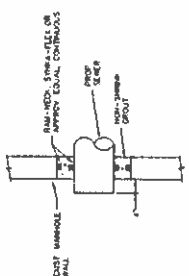


**CONCRETE
ENCASMENT**
HTS

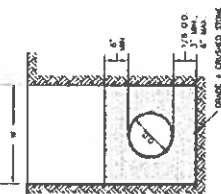


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2001-3000	10-25
3001-4000	20-100
4001-5000	80-150

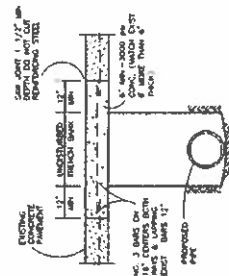
CONCRETE COLLAR DETAIL



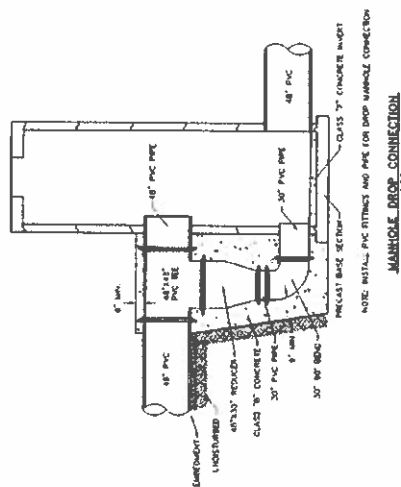
SEWER CONNECTION DETAIL



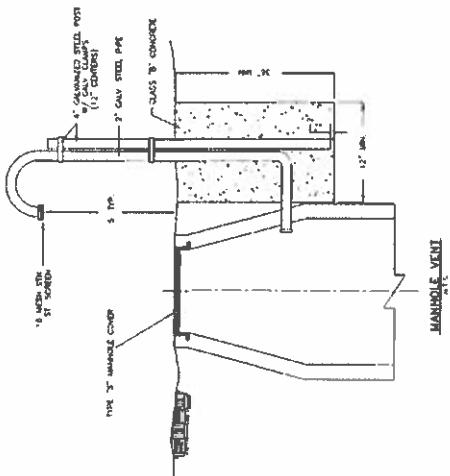
CLASSIFICATION




CONCRETE STREET
OR DRIVEWAY REPAIR



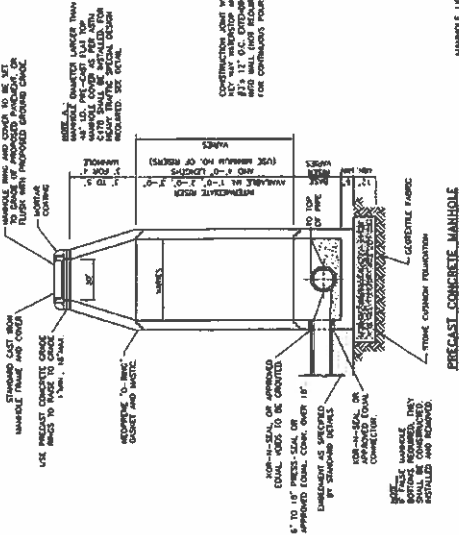
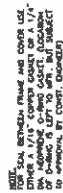
MANHOLE DROP CONNECTION



WASH STATE
2015

C-14

TRC ENGINEERS, INC.
1000 E. WASHINGTON AVE., 2ND FLOOR
CHICAGO, ILL. 60601
(312) 467-1100



PRECAST CONCRETE MANHOLE



Wylie City Council

AGENDA REPORT

Meeting Date:	May 24, 2011	Item Number:	5.
Department:	Engineering		(City Secretary's Use Only)
Prepared By:	Chris Holsted	Account Code:	
Date Prepared:	May 16, 2011	Budgeted Amount:	N/A
		Exhibits:	Resolution, Agreement

Subject

Consider, and act upon, Resolution No. 2011-17(R) authorizing the City Manager to execute Amendment No. 3 for the East Brown Street Pump Station, Ground Storage reservoir and Water Distribution Line Professional Engineering Services Agreement.

Recommendation


A Motion to approve Resolution No. 2011-17(R) authorizing the City Manager to execute Amendment No. 3 for the East Brown Street Pump Station.

Discussion

The design of the East Brown Street Pump Station includes the relocation of the Deliver Point #1 which is currently located at the NTMWD water treatment plant site. The project consist of a new pump building with five pumps, a 1.5 million gallon ground storage tank and miscellaneous piping as shown on the attached site plan. Water will be delivered to the site from the 36-inch North Texas Municipal Water District transmission main located on the north side of Brown Street.

NTMWD has proposed some changes to their standard meter vault to provide better operation and maintenance of their meter resulting in increased design fees. NTMWD reimburses the City for the construction cost of their facilities such as the meter, line from their main through the meter, and SCADA equipment. The NTMWD board will consider an agreement to reimburse the City for the increased design fees at their May 26th meeting. The proposed fee for the revisions to the meter vault is \$24,000.

Approved By

	Initial	Date
Department Director	CH	05/16/11
City Manager		5/19/11

RESOLUTION NO. 2011-17(R)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS, HEREBY AUTHORIZING THE CITY MANAGER OF THE CITY OF WYLIE, TEXAS, TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF WYLIE AND BIRKHOFF, HENDRICKS & CARTER, L.L.P. FOR AMENDMENT NO. 3 TO THE EAST BROWN STREET PUMP STATION PROFESSIONAL ENGINEERING SERVICES AGREEMENT.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS:

SECTION 1: The City Manager of the City of WYLIE, Texas, is hereby authorized to execute, on behalf of the City Council of the City of WYLIE, Texas, the agreement between the City of Wylie and Birkhoff, Hendricks & Carter, L.L.P. for Amendment No. 3 to the East Brown Street Pump Station Professional Engineering Services Agreement,

SECTION 2: This Resolution shall take effect immediately upon its passage.

RESOLVED THIS THE 24th day of May, 2011.

ERIC HOGUE, Mayor

ATTEST TO:

CAROLE EHRLICH, City Secretary

EXHIBIT “A”

Amendment

BIRKHOFF, HENDRICKS & CARTER, L.L.P.
PROFESSIONAL ENGINEERS

11910 Greenville Ave., Suite 600

Dallas, Texas 75243

Fax (214) 461-8390

Phone (214) 361-7900

JOHN W. BIRKHOFF, P.E.
GARY C. HENDRICKS, P.E.
JOE R. CARTER, P.E.
PAUL A. CARLINE, P.E.
MATT HICKEY, P.E.
ANDREW MATA, JR., P.E.
JOSEPH T. GRAJEWSKI, III, P.E.

March 11, 2011

Chris Holsted, P.E.
City Engineer
City of Wylie
300 Country Club Road
Wylie, Texas 75098

Re: East Brown Street Pump Station, Ground Storage Reservoir and Water Distribution Line
Professional Engineering Services Agreement – Amendment No. 3

Dear Mr. Holsted:

We are requesting this Amendment No. 3 to the Professional Engineering Services Agreement for the East Brown Street Pump Station, Ground Storage Reservoir and Water Distribution Line projects established in Amendment No. 2 (signed August 25, 2009) to the original Professional Engineering Services Agreement for the Newport Harbor Pump Station, Nortex Pump Station and NTMWD Pump Station Improvements projects dated February 28, 2006. This amendment provides additional engineering services related to revisions due to a new approach to meter vault designs for the North Texas Municipal Water District.

The proposed revisions to the NTMWD Meter Vault are summarized as follows:

1. Replace the control valve with an appropriately sized sleeve valve to regulate pressure and flow.
2. Replace the flexible coupling with a thrust harness and provide 3 diameters downstream of the meter to any pipe size change for more accurate flow measurement.
3. Provide two feet from the face of flange for wall pipes to the inside wall of the meter vault.
4. Include wall pipes instead of pipe sleeves with link seal and design the walls to resist thrust.
5. Raise the meter vault floor to approximately six inches above the adjacent roadway top of curb.
6. Design meter vault floor and floor gratings for the weight of the sleeve valve (up to 1500 lbs.).
7. Add an I-beam with a 1-ton hoist to remove the sleeve valve and flow meter for maintenance.
8. Add a double door on the west side of the building and eliminate the single door on the north side.
9. Revise Site Plan to include a separate driveway and parking area and revise drainage channel to drain to the south side of the meter vault.
10. Move the meter vault north to allow for the NTMWD to relocate a portion of their 36-inch water line twenty feet north for clearance from construction of the new culverts for East Brown Street.
11. Revise electrical controls and SCADA to accommodate revised control scheme.
12. Revise structural design and details to accommodate new structure dimensions and thrust restraint.

We propose replacing the Revised Exhibit "C" attached to Amendment No. 2 with the Revised Exhibit "C" attached to this Amendment No. 3.

Texas American Public Works Association 2010 Awardee
Environmental Project of the Year \$10 - \$100 Million

REVISED EXHIBIT “C”

PAYMENT SCHEDULE

Payment for Basic Engineering Services described under Newport Harbor Pump Station Improvements, Nortex Pump Station Improvements and the East Brown Street Pump Station Improvements in Parts 1A through 1G and Part 2 and Part 3 of Exhibit “A” and Amendment No. 2 and Amendment No. 3 shall be based on a lump sum amount of \$537,000.00 with the following breakdown for each part:

Newport Harbor Pump Station Improvements (No Change)

Ground Storage Reservoir

Part 1A (Design Phase – 80 %)	\$ 48,000.00
Parts 2 & 3 (Bidding & Construction Phase – 20 %)	<u>\$ 12,000.00</u>
Total Lump Sum Amount	\$ 60,000.00

Pump Station Improvements

Part 1B (Design Phase – 80 %)	\$ 31,200.00
Parts 2 & 3 (Bidding & Construction Phase – 20 %)	<u>\$ 7,800.00</u>
Total Lump Sum Amount	\$ 39,000.00

Nortex Pump Station Improvements (No Change)

Ground Storage Reservoir

Part 1C (Design Phase – 80 %)	\$ 32,000.00
Parts 2 & 3 (Bidding & Construction Phase – 20 %)	<u>\$ 8,000.00</u>
Total Lump Sum Amount	\$ 40,000.00

Pump Station Improvements

Part 1D (Design Phase – 80 %)	\$ 75,200.00
Parts 2 & 3 (Bidding & Construction Phase – 20 %)	<u>\$ 18,800.00</u>
Total Lump Sum Amount	\$ 94,000.00

North Texas Municipal Water District Pump Station Improvements (Completed)

Pump Station Improvements

Part 1E (Design Phase – 80 %)	\$ 20,000.00
Parts 2 & 3 (Bidding & Construction Phase – 20 %)	<u>\$ 0.00</u>
Total Lump Sum Amount	\$ 20,000.00

City of Wylie - Newport Harbor, Nortex and NTMWD Pump Station Improvements
Professional Engineering Services Agreement – Amendment No. 3

East Brown Street Pump Station, Water Distribution Line and (Meter Vault Revisions)

Ground Storage Reservoir

Part 1F (Design Phase – 80 %)	\$ 64,000.00
Parts 2 & 3 (Bidding & Construction Phase – 20 %)	\$ 16,000.00
Total Lump Sum Amount	\$ 80,000.00

Pump Station

Part 1G (Design Phase – 80 %)	\$108,000.00
Parts 2 & 3 (Bidding & Construction Phase – 20 %)	\$ 27,000.00
Total Lump Sum Amount	\$135,000.00

Water Distribution Line

Part 1H (Design Phase – 80 %)	\$ 36,000.00
Parts 2 & 3 (Bidding & Construction Phase – 20 %)	\$ 9,000.00
Total Lump Sum Amount	\$ 45,000.00

NTMWD Meter Vault Revisions (New)

Design Phase – 80 %	\$ 19,200.00
Bidding & Construction Phase – 20 %	\$ 4,800.00
Total Lump Sum Amount	\$ 24,000.00

Total Budget Amount For Basic Services **\$537,000.00**

Payment for Additional Services described under Part 4A of Exhibit “A” shall be based on the Survey Crew at \$150.00 per hour. Payment for Plat Preparation shall be based on Salary Cost times a multiplier of 2.35. The following are the budget amounts for each project:

Newport Harbor Pump Station Improvements (No Change)

Field Surveys	\$ 2,000.00
Geotechnical Investigation	\$ 9,200.00
Subtotal Budget Amount	\$11,200.00

Nortex Pump Station Improvements (No Change)

Field Surveys	\$ 2,500.00
Geotechnical Investigation	\$ 8,050.00
Subtotal Budget Amount	\$10,550.00

North Texas Municipal Water District Pump Station Improvements (Completed)

Field Surveys	\$ 2,000.00
Geotechnical Investigation	\$ 3,450.00
Subtotal Budget Amount	\$ 5,450.00

East Brown Street Pump Station and Water Distribution Line (No Change)

Field Surveys	\$ 7,800.00
Preliminary and Final Plat Preparation	\$ 6,400.00
Geotechnical Investigation	\$15,800.00
Subtotal Budget Amount	\$30,000.00

Total Budget Amount For Additional Services **\$57,200.00**

All expenses for subcontracted engineering services described under Exhibit “A” shall be invoiced as additional services at actual invoice cost times 1.15.

Mr. Chris Holsted, P.E.
City of Wylie - Newport Harbor, Nortex and NTMWD Pump Station Improvements
Professional Engineering Services Agreement – Amendment No. 3

March 11, 2011

The maximum overall fee established herein in the amount of \$594,200.00 shall not be exceeded without written authorization from the City of Wylie, based on increased scope of services.

Three signed copies of this amendment are enclosed. Please have one copy of this amendment signed and dated in the space provided below and return a copy for our records if approved by the City of Wylie.

Please do not hesitate to call us if you have any questions or if we can be of any assistance regarding this matter.

Sincerely yours,



Joe R. Carter, P.E.

APPROVED FOR THE CITY OF WYLIE

By: _____

Date: _____



Wylie City Council

AGENDA REPORT

Meeting Date:	<u>May 24, 2011</u>	Item Number:	<u>6.</u> <i>(City Secretary's Use Only)</i>
Department:	<u>City Manager</u>		
Prepared By:	<u>Mindy Manson</u>	Account Code:	<u>N/A</u>
Date Prepared:	<u>May 24, 2011</u>	Budgeted Amount:	<u>N/A</u>
		Exhibits:	<u>3</u>

Subject

Consider, and act upon, Ordinance No. 2011-14 approving a negotiated resolution between the steering committee of cities served by Oncor ("Steering Committee") and Oncor Electric Delivery Company LLC ("Oncor" or "company") regarding the company's application to increase electric rates in all cities exercising original jurisdiction; declaring existing rates to be unreasonable; requiring the company to reimburse cities' reasonable ratemaking expenses; adopting tariffs that reflect rate adjustments consistent with the negotiated settlement and finding the rates to be set by the attached tariffs to be just and reasonable; approving Oncor's proof of revenues; adopting a savings clause; determining that this ordinance was passed in accordance with the requirements of the Texas Open Meetings Act; declaring an effective date; and requiring delivery of this ordinance to the company and the Steering Committee's legal counsel.

Recommendation

Motion to approve Ordinance No. 2011-14 approving a negotiated resolution between the steering committee of cities served by Oncor ("Steering Committee") and Oncor Electric Delivery Company LLC ("Oncor" or "company") regarding the company's application to increase electric rates in all cities exercising original jurisdiction; declaring existing rates to be unreasonable; requiring the company to reimburse cities' reasonable ratemaking expenses; adopting tariffs that reflect rate adjustments consistent with the negotiated settlement and finding the rates to be set by the attached tariffs to be just and reasonable; approving Oncor's proof of revenues; adopting a savings clause; determining that this ordinance was passed in accordance with the requirements of the Texas Open Meetings Act; declaring an effective date; and requiring delivery of this ordinance to the company and the Steering Committee's legal counsel.

Discussion

The City of Wylie, along with approximately 160 other cities served by Oncor Electric Delivery Company LLC ("Oncor" or "Company"), is a member of the Steering Committee of Cities Served by Oncor ("Steering Committee"). On or about January 7, 2011, Oncor filed with the City an application to increase electric rates.

The Oncor filing sought a \$353 million rate increase. The City worked with the Steering Committee to analyze the schedules and evidence offered by Oncor to support its request to increase rates. The Ordinance and attached rate and tariffs are the result of negotiations between the Steering Committee and the Company to resolve issues raised by the Steering Committee and other intervenors during the review and evaluation of the filing. The Ordinance resolves the Company's filing by authorizing an increase in the Company's base rate of \$136.7 million. The monthly bill impact for the average residential customer will be a \$2.35 increase (as opposed to the \$5.00 per bill increase as proposed in the Company's filing).

The Executive Committee of the Steering Committee and the Steering Committee's legal counsel recommend that all city members of the Steering Committee adopt the Ordinance implementing the rate change.

Background:

The tariff was approved by the Executive Committee of the Steering Committee as part of the settlement agreement to resolve the Oncor rate filing at the Public Utility Commission of Texas. As stated above, the agreement reduces Oncor's request for a \$353 million increase to \$136.7 million. The agreement does not change the current authorized capitalization of 60% debt and 40% equity and return on equity of 10.25% from Oncor's last rate proceeding.

Also, the settlement results in a system-wide rate increase of 6.1%. Residential customers will see an increase of 6.2%, much lower than Oncor's requested 14.6% increase. Street lighting rates will increase 13.8%, which is also lower than Oncor's requested increase of 25.9%. Oncor has agreed that it will not file another general base rate case prior to July 1, 2013. However, as cities are regulatory authorities, cities may still initiate a rate case prior to that date.

Additionally, consistent with the District Court's reversal of the Commission's decision relating to municipal franchise fees in Docket No. 35717, Oncor will increase franchise fees to the contractually agreed to amounts within 60 days of the final order, or July 1, 2011, whichever is later. Additionally, Oncor will pay cities retroactive franchise fees from the date the rates approved in Oncor's prior rate case, Docket No. 35717, went into effect.

Oncor will also pay cities' rate case expenses and recover those amounts over three years with no carrying charges. Finally, at its own expense, the Company will reinstate Rider SCUD, which provides for a 20% discount for institutions of higher learning.

Purpose of the Ordinance:

Rates cannot change and the Settlement Agreement with Oncor cannot be implemented without passage of rate ordinances by cities. The purpose of the Ordinance is to approve rate tariffs ("Attachment A" and "Attachment B") that reflect the negotiated rate changes pursuant to the process and to ratify a Settlement Agreement recommended by the Steering Committee.

As a result of the negotiations, the Steering Committee was able to reduce the Company's requested \$353 million increase to \$13.6 million (a decrease of over 60% of the Company's request). Approval of the Ordinance will result in the implementation of new rates that increase Oncor's revenues in two phases: by \$93.7 million effective July 1, 2011 (i.e. "Attachment A") and by \$43 million effective January 1, 2012 ("Attachment B").

Reasons Justifying Approval of the Negotiated Resolution:

During the time that the City has retained original jurisdiction in this case, consultants working on behalf of the Steering Committee have investigated the support for the Company's requested rate increase. While the evidence does not support the \$353 million increase requested by the Company, the Steering Committee consultants agree that the Company can justify an increase in revenues of \$136.7 million. The agreement on \$136.7 million is a compromise between the positions of the parties.

The alternative to a settlement of the filing would be a contested case proceeding before the Public Utility Commission of Texas on the Company's current application, would take several months and cost ratepayers millions of dollars in rate case expenses, and would not likely produce a result more favorable than that to be produced by the settlement. The Executive Committee and counsel for the Steering Committee recommend that

Steering Committee member cities take action to approve the Ordinance authorizing new rate tariffs.

Explanation of "Be It Ordained" Paragraphs:

1. This paragraph approves all findings in the Ordinance.
2. This section adopts the attached tariffs ("Attachment A") in all respects and finds the rates set pursuant to the attached tariffs to be just, reasonable and in the public interest.
3. This section requires the Company to reimburse the Steering Committee for reasonable rate making costs associated with reviewing and processing the application.
4. This section repeals any resolution or ordinance that is inconsistent with this Ordinance.
5. This section finds that the meeting was conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.
6. This section is a savings clause, which provides that if any section(s) is later found to be unconstitutional or invalid, that finding shall not affect, impair or invalidate the remaining provisions of this Ordinance. This section further directs that the remaining provisions of the Ordinance are to be interpreted as if the offending section or clause never existed.
7. This section is a "Most Favored Nations" clause, which protects the City by mandating that if the City determines any rates, revenues, terms and conditions, or benefits resulting from a Final Order or subsequent negotiated settlement approved in any proceeding addressing the issues raised in the Company's filing would be more beneficial to the City than the terms of the attached tariffs, then the more favorable rates, revenues, terms and conditions, or benefits shall additionally accrue to the City.
8. This section provides for an effective dates upon passage. Approval of the Ordinance will result in the implementation of new rates that increase Oncor's revenues in two phases: by \$93.7 million effective July 1, 2011 (i.e. "Attachment A") and by \$43 million effective January 1, 2012 ("Attachment B").
9. This paragraph directs that a copy of the signed Ordinance be sent to a representative of the Company and legal counsel for the Steering Committee.

Please note that "Attachment A" and "Attachment B" are each approximately 180 pages and will be included in as electronic copies only and are available by contacting the City Secretary's Office.

Approved By

Department Director

City Manager

Initial

MM

Date

05/19/11

5/19/11

ORDINANCE NO. 2011-14

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS, ("CITY") APPROVING A NEGOTIATED RESOLUTION BETWEEN THE STEERING COMMITTEE OF CITIES SERVED BY ONCOR ("STEERING COMMITTEE") AND ONCOR ELECTRIC DELIVERY COMPANY LLC ("ONCOR" OR "COMPANY") REGARDING THE COMPANY'S APPLICATION TO INCREASE ELECTRIC RATES IN ALL CITIES EXERCISING ORIGINAL JURISDICTION; DECLARING EXISTING RATES TO BE UNREASONABLE; REQUIRING THE COMPANY TO REIMBURSE CITIES' REASONABLE RATEMAKING EXPENSES; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT AND FINDING THE RATES TO BE SET BY THE ATTACHED TARIFFS TO BE JUST AND REASONABLE; APPROVING ONCOR'S PROOF OF REVENUES; ADOPTING A SAVINGS CLAUSE; DETERMINING THAT THIS ORDINANCE WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS ORDINANCE TO THE COMPANY AND THE STEERING COMMITTEE'S LEGAL COUNSEL.

WHEREAS, the City of Wylie, Texas ("City") is an electric utility customer of Oncor Electric Delivery Company LLC ("Oncor" or "Company"), and a regulatory authority with an interest in the rates and charges of Oncor; and

WHEREAS, the City is a member of the Steering Committee of Cities Served by Oncor ("Steering Committee"), a coalition of approximately 160 similarly situated cities served by Oncor that have joined together to facilitate the review of and response to electric issues affecting rates charged in the Oncor service area; and

WHEREAS, on or about January 7, 2011, Oncor filed with the City its application to increase electric base rates by approximately \$353 million, such increase to be effective in every municipality within Oncor's service territory; and

WHEREAS, the Steering Committee coordinated their review of Oncor's filing by designating an Executive Committee made up of Steering Committee representatives, assisted by Steering Committee attorneys and consultants, to resolve issues identified by the Steering Committee in the Company's filing; and

WHEREAS, the Company has filed evidence that existing rates are unreasonable and should be changed; and

WHEREAS, independent analysis by the Steering Committee's rate experts concluded that Oncor is able to justify an increase over current rates of \$136.7 million; and

WHEREAS, the Steering Committee has entered a Settlement Agreement ("Attachment C") with Oncor to increase base rate revenues by \$136.7 million; and

WHEREAS, the Executive Committee of the Steering Committee, and the Steering Committee's lawyers and consultants recommend that Steering Committee members approve the attached rate tariffs ("Attachment A" and "Attachment B" to this Ordinance), which will increase the Company's revenue requirement by \$136.7 million; and

WHEREAS, the attached tariffs implementing new rates are consistent with the negotiated resolution reached by the Steering Committee and are just, reasonable, and in the public interest; and

WHEREAS, it is the intention of the parties that if the City determines any rates, revenues, terms and conditions, or benefits resulting from a Final Order or subsequent negotiated settlement approved in any proceeding addressing the issues raised in the Company's filing would be more beneficial to the City than the terms of the attached tariff, then the more favorable rates, revenues, terms and conditions, or benefits shall additionally accrue to the City; and

WHEREAS, the negotiated resolution of the Company's filing and the resulting rates are, as a whole, in the public interest.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS:

Section 1. That the findings set forth in this Ordinance are hereby in all things approved.

Section 2. That the City Council finds the existing rates for electric service provided by Oncor are unreasonable and new tariffs, which are attached hereto and incorporated herein as Attachments A and B, are just and reasonable and are hereby adopted.

Section 3. That Oncor shall reimburse the reasonable ratemaking expenses of the Steering Committee in processing the Company's rate application.

Section 4. That to the extent any resolution or ordinance previously adopted by the Council is inconsistent with this Ordinance, it is hereby repealed.

Section 5. That the meeting at which this Ordinance was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 6. That if any one or more sections or clauses of this Ordinance is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair or invalidate the remaining provisions of this Ordinance and the remaining provisions of the Ordinance shall be interpreted as if the offending section or clause never existed.

Section 7. That if the City determines any rates, revenues, terms and conditions, or benefits resulting from a Final Order or subsequent negotiated settlement approved in any proceeding addressing the issues raised in the Company's filing would be more beneficial to the

City than the terms of the attached tariffs, then the more favorable rates, revenues, terms and conditions, or benefits shall additionally accrue to the City.

Section 8. That this Ordinance and Settlement Agreement ("Attachment C") shall become effective from and after its passage with rates authorized by attached Tariffs to be effective in two phases. Phase one tariffs (attached to this Ordinance as "Attachment A"), increasing Oncor's revenues by \$93.7 million, are effective for bills rendered on or after July 1, 2011. Phase two tariffs (attached to this Ordinance as "Attachment B"), increasing Oncor's revenues by \$43 million, are effective for bills rendered on or after January 1, 2012.

Section 9. That a copy of this Ordinance shall be sent to Oncor, care of Autry Warren, Oncor Electric Delivery Company, LLC, 1601 Bryan St., 23rd Floor, Dallas, Texas 75201 and to Thomas Brocato, at Lloyd Gosselink Rochelle & Townsend, P.C., P.O. Box 1725, Austin, Texas 78767-1725.

PASSED AND APPROVED this 24th day of May, 2011.

Eric Hogue, Mayor

ATTEST:

Carole Ehrlich, City Secretary

ATTACHMENT “A” & “B”

Rate Tariffs

(Available by contacting the City Secretary’s Office.)

ATTACHEMNT “C”

Oncor Rate Case - Settlement Documents

(Attached)

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APPLICATION OF ONCOR ELECTRIC § BEFORE THE
DELIVERY COMPANY LLC FOR § PUBLIC UTILITY COMMISSION
AUTHORITY TO CHANGE RATES § OF TEXAS

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As of April 8, 2011, Oncor Electric Delivery Company LLC (“Oncor” or “Company”) and certain parties to this docket have reached a Memorandum of Settlement (“MOS”), attached hereto as Exhibit A, concerning the Application of Oncor Electric Delivery Company LLC for Authority to Change Rates. Based upon the MOS, the following parties have joined in this comprehensive and unopposed Stipulation (“Stipulation”) regarding all issues in this docket: Oncor; the Staff of the Public Utility Commission of Texas (“Staff”); the Office of Public Utility Counsel; State agencies and institutions of higher education (“State Agencies”); Texas Industrial Energy Consumers; the Steering Committee of Cities Served by Oncor (“Cities”); the Alliance of Oncor Cities (“AOC”); Wal-Mart Stores Texas, LLC and Sam’s East, Inc.; and The Kroger Co. (hereinafter collectively referred to as “Signatories”). The Signatories agree that a negotiated resolution of this proceeding on the basis set forth in this Stipulation and related tariffs is in the public interest, provides just and reasonable rates, and will conserve the parties’ and the public’s resources and eliminate controversy. Accordingly, the Signatories request approval of this Stipulation by the Public Utility Commission of Texas (“Commission”) and entry of an Order (including findings of fact and conclusions of law) and approval of tariffs (“Tariffs”) as set out in Exhibit B hereto. All of the other parties to this docket have agreed that they do not oppose the Commission entering a final order consistent with this Stipulation.¹

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I.

By this Stipulation, the Signatories resolve all issues among them related to this proceeding and hereby stipulate and agree as follows and request the Commission enter the proposed final Order attached hereto as Exhibit B (including the proposed Tariffs attached thereto) that reflects the following:

- A. **Base Rate Revenue Increase:** Oncor's total base rate revenue requirement will be increased by \$136,722,048 over current rate revenues [which include post-test year transmission cost of service ("TCOS") and transmission cost recovery factor ("TCRF") adjustments], resulting in a total cost of service of \$2,945,899,486, as reflected in Column (d) (Proposed Rates) of the attached Exhibit A (MOS) at Exhibit A. The Signatories have also agreed to and developed rates based upon the Proposed Rates for each customer class as reflected in Column (d) of the attached Exhibit A (MOS) at Exhibit A, which results in a change in rates for each customer class as reflected in Column (e) and a percentage change for each customer class as reflected in Column (f). The calculated rates have been incorporated in the Tariffs that are attached hereto at Exhibit B (Proposed Order) at Exhibits B1, B2, B3, and B4.
- B. **Financial Matters:** Oncor's Weighted Average Cost of Capital ("WACC") shall be 8.14% based upon a 6.73% Cost of Debt, an authorized Return on Equity ("ROE") of 10.25%, and an authorized regulatory capital structure of 60% long-term debt and 40% equity. The foregoing WACC, Cost of Debt, ROE, and capital structure will apply, in accordance with PURA² and Commission rules, in all Commission proceedings or Commission filings requiring application of Oncor's Cost of Debt, WACC, ROE, or capital structure to the same extent as if these factors had been determined in a final order in a fully-litigated proceeding.
- C. **Prudence Finding Regarding Investment:** The Signatories agree to a Commission finding that all Oncor investment through the end of the test year (June 30, 2010), as presented in Oncor's rate filing package ("RFP"), is prudent and includable in rate base. A determination of prudence regarding Oncor's investment made after June 30, 2010, (whether now in rates through interim TCOS and TCRF or non-TCOS in nature) will be reserved until Oncor's next general base rate case. This paragraph does not waive the rights of certain parties to continue their appeals of Docket No. 35717³ with respect to the prudence of certain automated meters. This paragraph also does not apply to investment subject to recovery through the Advanced Metering System ("AMS")

² Public Utility Regulatory Act, Tex. Util. Code Ann. §§ 11.001-66.016 (Vernon 2007 & Supp. 2010) ("PURA").

³ *Application of Oncor Electric Delivery Company LLC for Authority to Change Rates*, Docket No. 35717, Order on Rehearing (Nov. 30, 2009).

surcharge approved in Docket No. 35718.⁴ The Signatories stipulate that Oncor's total rate base as of June 30, 2010 is \$8,098,414,835.

- D. **Prospective Franchise Fees:** To reflect the opinion of the District Court in the Docket No. 35717 appeal and the Commission's recent decision in Docket No. 38339,⁵ Oncor agrees to increase franchise fees to the contractual annual amount, to begin within 60 days after entry of a final order in this proceeding or July 1, 2011, whichever is later, but in any event retrospective to July 1, 2011. With the exception of Staff, the Signatories agree that this Stipulation resolves all outstanding appeals relating to municipal franchise fees in Docket No. 35717. Staff takes no position on that issue.
- E. **Regulatory Surcharge (Retrospective Franchise Fees and Rate Case Expenses):** To reflect the opinion of the District Court in the Docket No. 35717 appeal and the Commission's recent decision in Docket No. 38339, within 60 days after entry of a final order in this proceeding, Oncor will pay the municipalities in its service territory retrospective franchise fees (calculated from the date that the rates approved in Docket No. 35717 went into effect through July 1, 2011) and rate case expenses (through July 1, 2011) and recover those amounts, plus Oncor's rate case expenses balance (through July 1, 2011) over three years in a separate surcharge with no carrying charges. Rate case expenses incurred after July 1, 2011 will be captured in a regulatory asset and preserved for recovery consideration in Oncor's next general base rate case.

The total amount of retrospective franchise fees, calculated through June 30, 2011, plus interest at the Commission-established rate, is \$21,848,230. The Regulatory Surcharge rider (Rider RS) included in the proposed Tariffs currently includes only these amounts for retrospective franchise fees. The Signatories have agreed that the issue of the appropriate level of rate case expenses shall be resolved in Docket No. 39239,⁶ where that issue is currently pending. Once the Commission has issued an order approving the level of rate case expenses to be recovered, Oncor will make a compliance filing with the Commission to adjust Rider RS to include the approved rate case expenses. The Signatories agree that the allocation factors to be used for Rider RS are reflected in the Supplemental Direct Testimony of J. Michael Sherburne at Exhibit JMS-SD-3. Rider RS will take effect January 1, 2012.

- F. **Rate NTS:** The Signatories agree that the transmission cost of service, as reflected in the Network Transmission Revenue row on the attached Exhibit A (MOS) at Exhibit A, shall be set as reflected in the attached Exhibit A (MOS) at Exhibit C.

⁴ *Oncor Electric Delivery Company LLC's Request For Approval Of Advanced Metering System (AMS) Deployment Plan And Request For Advanced Metering System (AMS) Surcharge*, Docket No. 35718, Order (Aug. 28, 2009).

⁵ *CenterPoint Energy Houston Electric, LLC for Authority to Change Rates*, Docket No. 38339 (pending).

⁶ *Application of Oncor Electric Delivery Company LLC for Rate Case Expense Severed from PUC Docket No. 38929, SOAH Docket No. 473-11-2330*, Docket No. 39239 (pending).

- G. **Rider SCUD (State Colleges and Universities Discount)**: Oncor will reinstate Rider SCUD without passing on any revenue shortfall to customers. If subsequent legislation eliminates or changes Rider SCUD, or upon a final, non-appealable court order that Rider SCUD is not applicable under current law, Oncor will change or eliminate the Rider SCUD discount consistent with any such legislation or court order. If Rider SCUD is changed or eliminated, any such change or elimination shall take effect prospectively following the effective date of applicable legislation or the issuance of a mandate by the court of last resort. No surcharge will be implemented or applied to recoup any Rider SCUD discount.
- H. **Cost Allocation and Rate Design**: The Signatories agree that costs shall be allocated among the customer classes consistent with the Proposed Rates reflected in Column (d) of the attached Exhibit A (MOS) at Exhibit A. The Signatories agree to the rate design and tariff language as proposed by Oncor in its RFP [which includes (1) eliminating the Transmission System Charge and thereby recovering all of Oncor's transmission expense through its TCRF as provided for in proposed Rider TCRF, and (2) modifications to the ratchet provisions in the Secondary >10 kW Class], subject to the following changes:
1. For TCRF, Oncor will use the 2010 unadjusted 4CP figures instead of the 2009 adjusted 4CP figures. The 2010 unadjusted 4CP figures are detailed in the Supplemental Direct Testimony of J. Michael Sherburne at Exhibit JMS-SD-1; and
 2. Changes to the tariff language, which have been as reflected in the Tariffs attached to the proposed Order attached hereto as Exhibit B.
- I. **Depreciation**: Oncor will use the depreciation rates it proposed in its direct case in this proceeding. Those rates are the same as the rates approved by the Commission in Docket No. 35717, with the exception that Oncor's proposal reflects an increase in the depreciation rate for intangible plant assets, which increase is reflected in the agreed total annual cost of service. The new agreed annual amortization rate for Account 303 (intangible plant) is 12.56%.
- J. **Meter Costs**: The Signatories agree to the amount of meter-reading costs and ad valorem taxes included in Oncor's new rates, to the extent those costs are related to meters that are being replaced pursuant to Oncor's Commission-approved AMS Deployment Plan. These numbers can be derived from Oncor's RFP and are as follows:
1. Meter-reading costs – \$15,785,691; and
 2. Ad valorem taxes – \$1,322,281.
- K. **Regulatory Assets and Certain Accruals**: Oncor will amortize its total regulatory asset balance as of June 30, 2010, as presented in the Company's RFP (old and new, self-insurance or "storm" reserve and pension/other postretirement benefits ("OPEB")), over eight (8) years, with such revised amortization to begin on January 1, 2012. The Signatories agree that the amount of the new annual amortizations are as follows:

1. Self-insurance reserve – \$31,514,420 (\$252,115,362 balance / 8 years);
2. Pensions – \$9,113,738 (\$72,909,900 balance / 8 years); and
3. OPEBs – \$6,921,963 (\$55,375,706 balance / 8 years).

Until January 1, 2012, Oncor will continue the amortizations of its regulatory asset balances at the levels approved in the Order on Rehearing in Docket No. 35717. Oncor will continue annual accruals for the self-insurance reserve, pensions, and OPEBs at the levels approved in the Order on Rehearing in Docket No. 35717.

L. Effective Dates for Rates and Riders: Oncor shall phase-in rates as follows:

1. \$93,722,048 million base rate revenue increase to be effective the later of thirty (30) days after a final Commission order is signed, or July 1, 2011 (“Phase I Tariffs”);
2. \$43 million base rate revenue increase effective January 1, 2012 (“Phase II Tariffs”);
3. Regulatory Surcharge effective January 1, 2012 (“Rider RS”); and
4. All new amortizations (self-insurance reserve and pensions/OPEBs) begin January 1, 2012.

M. Interim Rates: The Administrative Law Judges or the Commission will approve interim/temporary rates consistent with the Stipulation effective July 1, 2011, pursuant to PURA § 36.109 and Commission Procedural Rule 22.125, should permanent rates not be approved and in effect by that date. In no event shall the permanent rates take effect sooner than 30 days after the Commission order(s) approving the Stipulation and Tariffs are signed.

N. Rate Freeze for General Base Rate Case: Oncor will agree to not file a general base rate case before July 1, 2013; provided that Oncor has no obligation to file a rate case on that or any other date, and Oncor is entitled to file interim rate updates and adjust rates as allowed by Texas law and Commission rules, including, but not limited to, interim TCOS updates, TCRF updates, Energy Efficiency Cost Recovery Factor updates, AMS Surcharge filings, and other investment or cost updates that may exist now or in the future as a result of legislative or Commission action. Nothing in this paragraph is intended to limit the ability of a regulatory authority to initiate an Oncor rate case at any time.

II.

The Signatories agree that the terms of this Stipulation are fair, reasonable, and in the public interest. The Signatories further stipulate to the facts contained in the proposed Order attached hereto as Exhibit B and support and will take all reasonable efforts to obtain the prompt adoption of an order by the Commission consistent with this Stipulation as reflected in the attached proposed Order. The Signatories further agree to defend the terms of this Stipulation as set forth herein. The Signatories agree that this Stipulation does not affect any pending appeal of the Commission's final decision in Docket No. 35717 except as specifically provided for in this Stipulation.

III.

This Stipulation has been drafted by all Signatories and is the result of negotiation, compromise, settlement, and accommodation. The Signatories agree that the terms and conditions herein are interdependent. The various provisions of this Stipulation are not severable. None of the provisions of this Stipulation shall become fully operative unless the Commission shall have entered a final order approving this Stipulation consistent with the proposed Order. If the Commission does not accept this Stipulation as presented, or issues an interim or final order inconsistent with the terms of this Stipulation or the proposed Order, the Signatories agree that any Signatory adversely affected by that alteration has the right to withdraw from this Stipulation, thereby becoming released from its obligations arising hereunder, and to proceed as otherwise permitted by law to exercise all rights available under the law. The right to withdraw must be exercised by providing the other Signatories written notice within twenty (20) calendar days of the date the Commission order acting on this Stipulation is filed. Failure to provide such notice within the specified time period shall constitute a waiver of the right to withdraw and acceptance of the changes to this Stipulation made by the Commission.

IV.

This Stipulation is binding on each of the Signatories only for the purpose of settling the issues as set forth herein and for no other purposes. The matters resolved herein are resolved on the basis of a compromise and settlement. Except to the extent that this Stipulation expressly governs a Signatory's rights and obligations for future periods, this Stipulation shall not be

binding or precedential on a Signatory outside of this proceeding except for a proceeding to enforce the terms of this Stipulation. The Signatories agree that a Signatory's support of the resolution of this docket in accordance with this Stipulation may differ from its position or testimony regarding contested issues of law, policy, or fact in other proceedings before the Commission or other forum. Because this is a Stipulation, a Signatory is under no obligation to take the same position as set out in this Stipulation in other proceedings not referenced in this Stipulation whether those dockets present the same or a different set of circumstances. A Signatory's agreement to entry of a final order of the Commission consistent with this Stipulation should not be regarded as an agreement to the appropriateness or correctness of any assumptions, methodology, or legal or regulatory principle that may have been employed in reaching this Stipulation.

V.

This Stipulation contains the entire agreement among the Signatories. Moreover, this Stipulation supersedes all other written and oral exchanges or negotiations among the Signatories or their representatives with regard to the subjects contained herein. To the extent this Stipulation may be different from the MOS, or may contain additional terms to the MOS, this Stipulation controls. The Signatories hereby waive the right to an evidentiary hearing in this proceeding and waive cross-examination of all witnesses.

VI.

Each person executing this Stipulation represents that he or she is authorized to sign this Stipulation on behalf of the party represented. Facsimile copies of signatures are valid for purposes of evidencing this Stipulation, which may be executed in multiple counterparts.

VII.

WHEREFORE, PREMISES CONSIDERED, the Signatories respectfully request that this Honorable Commission enter an order consistent with the terms of this Stipulation.

AGREED:

ONCOR ELECTRIC DELIVERY COMPANY LLC

BY: Matthew C. Henry (Matthew C. Henry, Legal Counsel)

STAFF OF THE PUBLIC UTILITY COMMISSION OF TEXAS

Agreed, except with regard to the Docket No. 35717 franchise fee appeal, about which Staff takes no position.

BY: _____

OFFICE OF PUBLIC UTILITY COUNSEL

BY: _____

STATE AGENCIES

BY: _____

TEXAS INDUSTRIAL ENERGY CONSUMERS

BY: _____

AGREED:

ONCOR ELECTRIC DELIVERY COMPANY LLC

BY: _____

STAFF OF THE PUBLIC UTILITY COMMISSION OF TEXAS

Agreed, except with regard to the Docket No. 35717 franchise fee appeal, about which Staff takes no position.

BY:  _____

OFFICE OF PUBLIC UTILITY COUNSEL

BY: _____

STATE AGENCIES

BY: _____

TEXAS INDUSTRIAL ENERGY CONSUMERS

BY: _____

AGREED:

ONCOR ELECTRIC DELIVERY COMPANY LLC

BY: _____

STAFF OF THE PUBLIC UTILITY COMMISSION OF TEXAS

Agreed, except with regard to the Docket No. 35717 franchise fee appeal, about which Staff takes no position.

BY: _____

OFFICE OF PUBLIC UTILITY COUNSEL

BY: James K. [Signature]
ASSISTANT PUBLIC COUNSEL

STATE AGENCIES

BY: _____

TEXAS INDUSTRIAL ENERGY CONSUMERS

BY: _____

AGREED:

ONCOR ELECTRIC DELIVERY COMPANY LLC

BY: _____

STAFF OF THE PUBLIC UTILITY COMMISSION OF TEXAS

Agreed, except with regard to the Docket No. 35717 franchise fee appeal, about which Staff takes no position.

BY: _____

OFFICE OF PUBLIC UTILITY COUNSEL

BY: _____

STATE AGENCIES

BY: Susan M. Kelley

TEXAS INDUSTRIAL ENERGY CONSUMERS

BY: _____

AGREED:

ONCOR ELECTRIC DELIVERY COMPANY LLC

BY: _____

STAFF OF THE PUBLIC UTILITY COMMISSION OF TEXAS

Agreed, except with regard to the Docket No. 35717 franchise fee appeal, about which Staff takes no position.

BY: _____

OFFICE OF PUBLIC UTILITY COUNSEL

BY: _____

STATE AGENCIES

BY: _____

TEXAS INDUSTRIAL ENERGY CONSUMERS

BY: Meghan [Signature] 5/2/11

AGREED:

STEERING COMMITTEE OF CITIES SERVED BY ONCOR

BY: Thomas Brato n/p Matthew C. Henry

ALLIANCE OF ONCOR CITIES

BY: _____

WAL-MART STORES TEXAS, LLC, AND SAM'S EAST, INC.

BY: Richard Chankin n/p Matthew C. Henry

THE KROGER CO.

BY: _____

AGREED:

STEERING COMMITTEE OF CITIES SERVED BY ONCOR

BY: _____

ALLIANCE OF ONCOR CITIES

BY: Felipe Alonso III

WAL-MART STORES TEXAS, LLC, AND SAM'S EAST, INC.

BY: _____

THE KROGER CO.

BY: _____

AGREED:

STEERING COMMITTEE OF CITIES SERVED BY ONCOR

BY: _____

ALLIANCE OF ONCOR CITIES

BY: _____

WAL-MART STORES TEXAS, LLC, AND SAM'S EAST, INC.

BY: _____

THE KROGER CO.

BY: Kurt Bodin off Matthew C. Henry

The following parties do not agree to this Stipulation and are not "Signatories" thereto, but agree that they do not and will not oppose the Commission entering a final order consistent with this Stipulation. The following parties also waive the right to an evidentiary hearing in this proceeding and waive cross-examination of all witnesses:

RELIANT ENERGY RETAIL SERVICES, LLC

BY: Jonathan Heller w/p Matthew C. Henry

CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC

BY: Jason Ryan w/p Matthew C. Henry

ALLIANCE FOR RETAIL MARKETS

BY: Stephen Davis w/p Matthew C. Henry

NUCOR STEEL - TEXAS

BY: Nelson Nease w/p Matthew C. Henry

TXU ENERGY RETAIL COMPANY LLC

BY: John Muen w/p Matthew C. Henry

TEXAS ENERGY ASSOCIATION FOR MARKETERS

BY: _____

The following parties do not agree to this Stipulation and are not "Signatories" thereto, but agree that they do not and will not oppose the Commission entering a final order consistent with this Stipulation. The following parties also waive the right to an evidentiary hearing in this proceeding and waive cross-examination of all witnesses:

RELIANT ENERGY RETAIL SERVICES, LLC

BY: _____

CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC

BY: _____

ALLIANCE FOR RETAIL MARKETS

BY: _____

NUCOR STEEL - TEXAS

BY: _____

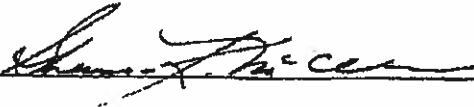
TXU ENERGY RETAIL COMPANY LLC

BY: _____

TEXAS ENERGY ASSOCIATION FOR MARKETERS

BY: Catherine J. Webb

ENVIRONMENTAL DEFENSE FUND

BY: 

BRAZOS ELECTRIC POWER COOPERATIVE, INC.

BY: _____

TEX-LA ELECTRIC COOPERATIVE OF TEXAS, INC.

BY: _____

RAYBURN COUNTRY ELECTRIC COOPERATIVE, INC.

BY: _____

IBEW LOCAL 69

BY: _____

TEXAS COTTON GINNERS' ASSOCIATION &
ST. LAWRENCE COTTON GROWERS' ASSOCIATION

BY: _____

ENVIRONMENTAL DEFENSE FUND

BY: _____

BRAZOS ELECTRIC POWER COOPERATIVE, INC.

BY: Bill Spears, Attorney for Brazos Electric

TEX-LA ELECTRIC COOPERATIVE OF TEXAS, INC.

BY: _____

RAYBURN COUNTRY ELECTRIC COOPERATIVE, INC.

BY: _____

IBEW LOCAL 69

BY: _____

**TEXAS COTTON GINNERS' ASSOCIATION &
ST. LAWRENCE COTTON GROWERS' ASSOCIATION**

BY: _____

ENVIRONMENTAL DEFENSE FUND

BY: _____

BRAZOS ELECTRIC POWER COOPERATIVE, INC.

BY: _____

TEX-LA ELECTRIC COOPERATIVE OF TEXAS, INC.

BY: Mark Davis w/p Matthew C. Henry

RAYBURN COUNTRY ELECTRIC COOPERATIVE, INC.

BY: _____

IBEW LOCAL 69

BY: Richard Levy w/p Matthew C. Henry

TEXAS COTTON GINNERS' ASSOCIATION &
ST. LAWRENCE COTTON GROWERS' ASSOCIATION

BY: Zach Brady w/p Matthew C. Henry

ENVIRONMENTAL DEFENSE FUND

BY: _____

BRAZOS ELECTRIC POWER COOPERATIVE, INC.

BY: _____

TEX-LA ELECTRIC COOPERATIVE OF TEXAS, INC.

BY: _____

RAYBURN COUNTRY ELECTRIC COOPERATIVE, INC.

BY: Campbell McGinnis m/p Matthew C. Henry

IBEW LOCAL 69

BY: _____

**TEXAS COTTON GINNERS' ASSOCIATION &
ST. LAWRENCE COTTON GROWERS' ASSOCIATION**

BY: _____

ATTACHMENT 2

EXHIBIT A

**CONFIDENTIAL SETTLEMENT PROPOSAL
PROVIDED PURSUANT TO TRE 408**

MEMORANDUM OF SETTLEMENT

This Memorandum of Settlement ("MOS") documents the agreement of the signatory parties (the "Signatories") with regard to Oncor's 2011 general base rate case, Docket No. 38929. The Signatories agree to finalize a full and comprehensive stipulation (the "Stipulation") and compliance tariffs consistent with and based upon the agreed terms as stated in this MOS, and to seek Commission approval of that Stipulation. The Stipulation shall include the following terms, and other necessary and customary terms and conditions that are consistent with the following terms:

- **Base Rate Revenue Increase:** Total base rate revenue requirement increase of \$136,722,048 over current rate revenues (including post-test year TCOS and TCRF adjustments), which results in a total cost of service of \$2,945,899,486, as reflected in Column (d) (Proposed Rates) of the attached Exhibit A, and which is based upon a 60/40 capital structure and 10.25% ROE. The Signatories have also agreed to develop rates based upon the Proposed Rates for each customer class as reflected in Column (d) of the attached Exhibit A, which results in a change in rates for each customer class as reflected in Column (e) and a percentage change for each customer class as reflected in Column (f).
- **Rider SCUD:** Oncor will agree to reinstate Rider SCUD (without passing on any cost shortfall to customers). If subsequent legislation eliminates or changes Rider SCUD, or upon a final, non-appealable court order that Rider SCUD is not applicable under current law, Oncor will change or eliminate the Rider SCUD discount consistent with any such legislation or court order.
- **Rate Freeze:** Oncor will agree to not file a general base rate case before July 1, 2013; provided that, Oncor has no obligation to file a rate case on that or any other date, and Oncor is entitled to file interim rate updates as allowed by Texas law and Commission rules, including, but not limited to, Interim TCOS updates, TCRF updates, EECRF updates, AMS Surcharge filings, and other investment or cost updates that may exist now or in the future as a result of legislative or Commission action. Nothing in this paragraph is intended to limit the ability of a regulatory authority to initiate an Oncor rate case at any time.
- **Prudence Finding:** Finding that all Oncor investment through the end of the test year (June 30, 2010), as presented in Oncor's rate filing package, is prudent and includable in rate base. A determination of prudence regarding Oncor's investment made after June 30, 2010, (whether now in rates through Interim TCOS/TCRF or non-TCOS in nature) will be reserved until Oncor's next general base rate case. This section does not waive the rights of certain parties to continue their appeals of Docket No. 35717 with respect to the prudence of certain automated meters.
- **Depreciation:** Use of depreciation rates proposed by Company in their direct case.
- **Regulatory Assets and Certain Accruals:** Amortize total regulatory asset balance as of June 30, 2010, as presented in Oncor's rate filing package (old and new, storm and pension/OPEB), over 8 years, with amortization beginning January 1, 2012. Oncor will continue annual accruals for pensions, OPEBs, and storm (property insurance) reserve at the levels approved in the final Order on Rehearing in Docket No. 35717.
- **Prospective Franchise Fees:** To reflect the opinion of the District Court in the Docket 35717 appeal and the Commission's recent decision in the CNP case (Docket 38339), Oncor agrees to increase franchise fees to contractual annual amount (to begin within 60 days after final order or July 1, whichever is later, but in any event retroactive to July 1). With the exception of Staff, the Signatories agree that this MOS resolves all outstanding appeals relating to municipal franchise fees in Docket No. 35717. Staff takes no position on that issue.

**CONFIDENTIAL SETTLEMENT PROPOSAL
PROVIDED PURSUANT TO TRE 408**

- **Cost Allocation and Rate Design:** The Signatories agree that costs shall be allocated among the customer classes consistent with the Proposed Rates reflected in Column (d) of the attached Exhibit A. The Signatories agree to support the rate design and tariff language as proposed by Oncor in its rate filing, subject to the following changes:
 - For TCRF, Oncor will use the 2010 unadjusted 4CP figures instead of the 2009 adjusted 4CP figures;
 - changes to the tariff language as reflected on the attached Exhibit B; and
 - any other such changes that may be agreed to by the Signatories.
- **Interim Rates:** SOAH ALJs or PUC will approve temporary/interim rates consistent with the settlement effective July 1, 2011, pursuant to PURA §36.109 and PUC Procedural Rule 22.125, should permanent rates not be approved and in effect by that date. In no event shall the permanent rates take effect sooner than 30 days after the Commission Order(s) approving the settlement and tariffs is (are) signed.
- **Regulatory Surcharge (Retroactive Franchise Fees and Rate Case Expenses):** To reflect the opinion of the District Court in the Docket 35717 appeal and the Commission's recent decision in the CNP case (Docket 38339), within 60 days after final order Oncor will pay cities retroactive franchise fees (calculated from the date that the rates approved in Docket No. 35717 went into effect through July 1, 2011) and rate case expenses (through July 1, 2011) and recover those amounts, plus Oncor's rate case expenses balance (through July 1, 2011) over three years in a separate surcharge with no carrying charges. Rate case expenses incurred after July 1, 2011 will be captured in a regulatory asset and preserved for recovery consideration in Oncor's next general base rate case.
- **Effective Dates for Rates and Riders:** Oncor shall phase-in rates as follows:
 - \$93,722,048 million base rate revenue increase effective July 1, 2011 or, with regard to permanent rates, 30 days after the Commission Order(s) approving the settlement and tariffs is (are) signed (includes prospective franchise fees)
 - \$43 million base rate revenue increase effective January 1, 2012.
 - Regulatory Surcharge effective January 1, 2012.
 - All new amortizations (storm and pensions/OPEBs) begin January 1, 2012.
- **Rate NTS:** The Signatories agree that the transmission cost of service, as reflected in the Network Transmission Revenue row on the attached Exhibit A, shall be set as reflected in the attached Exhibit C.

CONFIDENTIAL SETTLEMENT PROPOSAL
PROVIDED PURSUANT TO TRE 408

AGREED TO AS OF APRIL 8, 2011:


ONCOR ELECTRIC DELIVERY COMPANY LLC
BY: 

STAFF OF THE PUBLIC UTILITY COMMISSION OF TEXAS

Agreed, except with regard to the Docket No. 35717 franchise fee appeal, about which Staff takes no position.

BY: _____

OFFICE OF PUBLIC UTILITY COUNSEL

BY: _____

STATE AGENCIES

Unopposed Subject to OAG Executive Administration Approval

BY: _____

TEXAS INDUSTRIAL ENERGY CONSUMERS

BY: _____

CONFIDENTIAL SETTLEMENT PROPOSAL
PROVIDED PURSUANT TO TRE 408

AGREED TO AS OF APRIL 8, 2011:

ONCOR ELECTRIC DELIVERY COMPANY LLC

BY: _____

STAFF OF THE PUBLIC UTILITY COMMISSION OF TEXAS

Agreed, except with regard to the Docket No. 35717 franchise fee appeal, about which Staff takes no position.

BY:  _____

BRENNAN J. FOLEY, ATTORNEY - LEGAL DIVISION
OFFICE OF PUBLIC UTILITY COUNSEL

BY: _____

STATE AGENCIES

Unopposed Subject to OAG Executive Administration Approval

BY: _____

TEXAS INDUSTRIAL ENERGY CONSUMERS

BY: _____

CONFIDENTIAL SETTLEMENT PROPOSAL
PROVIDED PURSUANT TO TRE 408

AGREED TO AS OF APRIL 8, 2011:


ONCOR ELECTRIC DELIVERY COMPANY LLC

BY: Matthew C. Henry

STAFF OF THE PUBLIC UTILITY COMMISSION OF TEXAS

Agreed, except with regard to the Docket No. 35717 franchise fee appeal, about which Staff takes no position.

BY: _____

OFFICE OF PUBLIC UTILITY COUNSEL

BY: James K. Rourke, Jr.

JAMES K. ROURKE, J.R.

STATE AGENCIES

Unopposed Subject to OAG Executive Administration Approval

BY: _____

TEXAS INDUSTRIAL ENERGY CONSUMERS

BY: _____

CONFIDENTIAL SETTLEMENT PROPOSAL
PROVIDED PURSUANT TO TRE 408

AGREED TO AS OF APRIL 8, 2011:

ONCOR ELECTRIC DELIVERY COMPANY LLC

BY: _____

STAFF OF THE PUBLIC UTILITY COMMISSION OF TEXAS

Agreed, except with regard to the Docket No. 35717 franchise fee appeal, about which Staff takes no position.

BY: _____

OFFICE OF PUBLIC UTILITY COUNSEL

BY: _____

STATE AGENCIES

Unopposed Subject to OAG Executive Administration Approval

BY: _____

Susan M. Kelley

SUSAN M. KELLEY
ASSISTANT ATTORNEY GENERAL

TEXAS INDUSTRIAL ENERGY CONSUMERS

BY: _____

CONFIDENTIAL SETTLEMENT PROPOSAL
PROVIDED PURSUANT TO TRE 408

AGREED TO AS OF APRIL 8, 2011:

ONCOR ELECTRIC DELIVERY COMPANY LLC

BY: _____

STAFF OF THE PUBLIC UTILITY COMMISSION OF TEXAS

Agreed, except with regard to the Docket No. 35717 franchise fee appeal, about which Staff takes no position.

BY: _____

OFFICE OF PUBLIC UTILITY COUNSEL

BY: _____

STATE AGENCIES

Unopposed Subject to OAG Executive Administration Approval

BY: _____

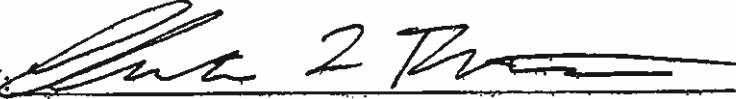
TEXAS INDUSTRIAL ENERGY CONSUMERS

BY:  _____

**CONFIDENTIAL SETTLEMENT PROPOSAL
PROVIDED PURSUANT TO TRE 408**

AGREED TO AS OF APRIL 8, 2011:

STEERING COMMITTEE OF CITIES SERVED BY ONCOR

BY: 

ALLIANCE OF ONCOR CITIES

BY: _____

WAL-MART STORES TEXAS, LLC, AND SAM'S EAST, INC.

BY: _____

THE KROGER CO

BY: _____

**CONFIDENTIAL SETTLEMENT PROPOSAL
PROVIDED PURSUANT TO TRE 408**

AGREED TO AS OF APRIL 8, 2011:

STEERING COMMITTEE OF CITIES SERVED BY ONCOR

BY: _____

ALLIANCE OF ONCOR CITIES

BY: *a Felipe Alonso III* _____

WAL-MART STORES TEXAS, LLC, AND SAM'S EAST, INC.

BY: _____

THE KROGER CO

BY: _____

**CONFIDENTIAL SETTLEMENT PROPOSAL
PROVIDED PURSUANT TO TRE 408**

AGREED TO AS OF APRIL 8, 2011:

STEERING COMMITTEE OF CITIES SERVED BY ONCOR

BY: _____

ALLIANCE OF ONCOR CITIES

BY: _____

WAL-MART STORES TEXAS, LLC, AND SAM'S EAST, INC.

BY: **Rick D. Chamberlain** Digitally signed by Rick D. Chamberlain
DN: cn=Rick D. Chamberlain, o, ou=Attorney at Law,
email=rdc_law@swbell.net, c=US
Date: 2011.04.12 10:15:49 -05'00'

THE KROGER CO

BY: _____

**CONFIDENTIAL SETTLEMENT PROPOSAL
PROVIDED PURSUANT TO TRE 408**

AGREED TO AS OF APRIL 8, 2011:

STEERING COMMITTEE OF CITIES SERVED BY ONCOR

BY: _____

ALLIANCE OF ONCOR CITIES

BY: _____

WAL-MART STORES TEXAS, LLC, AND SAM'S EAST, INC.

BY: _____



THE KROGER CO

BY: Kurt J. Bolham, attorney for Kroger Co.

CONFIDENTIAL SETTLEMENT PROPOSAL
PROVIDED PURSUANT TO TRE 408

The following Parties do not agree to this MOS and are not "signatories" thereto, but agree that they will not oppose the Commission entering a final order consistent with this MOS:

RELIANT ENERGY RETAIL SERVICES, LLC

BY: Jonathan Heller by permission Matthew
Counsel to Reliant Energy

CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC

BY: _____

ALLIANCE FOR RETAIL MARKETS

BY: Stephen J. Davis by permission Matthew
Counsel for ARM

NUCOR STEEL - TEXAS

BY: _____

TXU ENERGY RETAIL COMPANY LLC

BY: John Mann by permission Matthew
Counsel for TXU Energy

TEXAS ENERGY ASSOCIATION FOR MARKETERS

BY: _____

**CONFIDENTIAL SETTLEMENT PROPOSAL
PROVIDED PURSUANT TO TRE 408**

The following Parties do not agree to this MOS and are not "signatories" thereto, but agree that they will not oppose the Commission entering a final order consistent with this MOS:

RELIANT ENERGY RETAIL SERVICES, LLC

BY: _____

CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC

BY: *Jason M. Ryan*_____

ALLIANCE FOR RETAIL MARKETS

BY: _____

Nelson Nelson & Matt Hays
NUCOR STEEL - TEXAS

BY: *Nelson Nease, Counsel for Nucor*

TXU ENERGY RETAIL COMPANY LLC

BY: _____

TEXAS ENERGY ASSOCIATION FOR MARKETERS

BY: _____

**CONFIDENTIAL SETTLEMENT PROPOSAL
PROVIDED PURSUANT TO TRE 408**

The following Parties do not agree to this MOS and are not "signatories" thereto, but agree that they will not oppose the Commission entering a final order consistent with this MOS:



TEXAS ENERGY ASSOCIATION FOR MARKETERS

BY: ANDRES MEDRANO

ENVIRONMENTAL DEFENSE FUND

BY: _____

BRAZOS ELECTRIC POWER COOPERATIVE, INC.

BY: _____

TEX-LA ELECTRIC COOPERATIVE OF TEXAS, INC.

BY: _____

RAYBURN COUNTRY ELECTRIC COOPERATIVE, INC.

BY: _____

IBEW LOCAL 69

BY: _____

**CONFIDENTIAL SETTLEMENT PROPOSAL
PROVIDED PURSUANT TO TRE 408**

The following Parties do not agree to this MOS and are not "signatories" thereto, but agree that they will not oppose the Commission entering a final order consistent with this MOS:



ENVIRONMENTAL DEFENSE FUND

BY: Shannon K. McClendon

BRAZOS ELECTRIC POWER COOPERATIVE, INC.

BY: _____

TEX-LA ELECTRIC COOPERATIVE OF TEXAS, INC.

BY: _____

RAYBURN COUNTRY ELECTRIC COOPERATIVE, INC.

BY: _____

IBEW LOCAL 69

BY: _____

**TEXAS COTTON GINNERS' ASSOCIATION &
ST LAWRENCE COTTON GINNERS' ASSOCIATION**

BY: _____

**CONFIDENTIAL SETTLEMENT PROPOSAL
PROVIDED PURSUANT TO TRE 408**

The following Parties do not agree to this MOS and are not "signatories" thereto, but agree that they will not oppose the Commission entering a final order consistent with this MOS:

ENVIRONMENTAL DEFENSE FUND

BY: _____

BRAZOS ELECTRIC POWER COOPERATIVE, INC.

BY: Bill Spears, Attorney for Brazos Electric

TEX-LA ELECTRIC COOPERATIVE OF TEXAS, INC.

BY: _____

RAYBURN COUNTRY ELECTRIC COOPERATIVE, INC.

BY: _____

IBEW LOCAL 69

BY: _____

**TEXAS COTTON GINNERS' ASSOCIATION &
ST LAWRENCE COTTON GINNERS' ASSOCIATION**

BY: _____

**CONFIDENTIAL SETTLEMENT PROPOSAL
PROVIDED PURSUANT TO TRE 408**

The following Parties do not agree to this MOS and are not "signatories" thereto, but agree that they will not oppose the Commission entering a final order consistent with this MOS:

TEXAS ENERGY ASSOCIATION FOR MARKETERS

BY: _____

ENVIRONMENTAL DEFENSE FUND

BY: _____

BRAZOS ELECTRIC POWER COOPERATIVE, INC.

BY: _____

TEX-LA ELECTRIC COOPERATIVE OF TEXAS, INC.

BY: Mark C. Davis
by permission sdh

RAYBURN COUNTRY ELECTRIC COOPERATIVE, INC.

BY: _____

IBEW LOCAL 69

BY: _____

**CONFIDENTIAL SETTLEMENT PROPOSAL
PROVIDED PURSUANT TO TRE 408**

The following Parties do not agree to this MOS and are not "signatories" thereto, but agree that they will not oppose the Commission entering a final order consistent with this MOS:

ENVIRONMENTAL DEFENSE FUND

BY: _____

BRAZOS ELECTRIC POWER COOPERATIVE, INC.

BY: _____

TEX-LA ELECTRIC COOPERATIVE OF TEXAS, INC.

BY: *John W. Kirkland*
JOHN W. KIRKLAND, President
RAYBURN COUNTRY ELECTRIC COOPERATIVE, INC.

BY: _____

IBEW LOCAL 69

BY: _____

**TEXAS COTTON GINNERS' ASSOCIATION &
ST LAWRENCE COTTON GINNERS' ASSOCIATION**

BY: _____

**CONFIDENTIAL SETTLEMENT PROPOSAL
PROVIDED PURSUANT TO TRE 408**

The following Parties do not agree to this MOS and are not "signatories" thereto, but agree that they will not oppose the Commission entering a final order consistent with this MOS:

ENVIRONMENTAL DEFENSE FUND

BY: _____

BRAZOS ELECTRIC POWER COOPERATIVE, INC.

BY: _____

TEX-LA ELECTRIC COOPERATIVE OF TEXAS, INC.

BY: _____

RAYBURN COUNTRY ELECTRIC COOPERATIVE, INC.

BY: _____



IBEW LOCAL 69

BY: Richard Levy

**TEXAS COTTON GINNERS' ASSOCIATION &
ST LAWRENCE COTTON GINNERS' ASSOCIATION**

BY: _____

**CONFIDENTIAL SETTLEMENT PROPOSAL
PROVIDED PURSUANT TO TRE 408**

The following Parties do not agree to this MOS and are not "signatories" thereto, but agree that they will not oppose the Commission entering a final order consistent with this MOS:

ENVIRONMENTAL DEFENSE FUND

BY: _____

BRAZOS ELECTRIC POWER COOPERATIVE, INC.

BY: _____

TEX-LA ELECTRIC COOPERATIVE OF TEXAS, INC.

BY: _____

RAYBURN COUNTRY ELECTRIC COOPERATIVE, INC.

BY: _____

IBEW LOCAL 69

BY: _____

**TEXAS COTTON GINNERS' ASSOCIATION &
ST LAWRENCE COTTON GINNERS' ASSOCIATION**

BY: Amber Brady
Amber Brady

PUC DOCKET NO. 38929
ONCOR ELECTRIC DELIVERY COMPANY LLC
SUMMARY OF PROPOSED RATES BY CUSTOMERS AND RATE CLASS

Run 2011-04-01 / Baseline (revised) with Kit's Settlement Numbers (4/6/11 @ 3:54 pm) and Wholesale Settlement

Rate Class Description (a)	Number of Customers (b)	Present Rates ¹ (c)	Proposed Rates (d)	Proposed Change (e)	% Change (f)
Residential	2,685,933	\$1,042,474,076	\$1,107,010,869	\$64,536,793	6.2%
Secondary ≤ 10 kW	218,606	\$50,820,513	\$53,198,343	\$2,377,830	4.7%
Secondary > 10 kW	179,553	\$871,493,769	\$935,970,079	\$64,476,310	7.4%
Primary ≤ 10 kW	1,924	\$551,514	\$623,702	\$72,188	13.1%
Primary > 10 kW Dist. Line	4,035	\$112,365,844	\$111,905,556	(\$460,288)	-0.4%
Primary Substation	66	\$11,815,877	\$11,765,877	(\$50,000)	-0.4%
Transmission	174	\$47,123,142	\$46,612,854	(\$510,288)	-1.1%
Lighting	69,125	\$51,701,265	\$58,827,584	\$7,126,319	13.8%
Total	3,159,426	\$2,188,346,000	\$2,325,914,864	\$137,568,864	6.3%
Wholesale Substation	16	\$459,606	\$474,113	\$14,507	3.2%
Wholesale DLS	64	\$2,038,454	\$2,108,453	\$69,999	3.4%
Other Revenue	-	\$49,146,271	47,497,068	(\$1,584,203)	-3.2%
<u>Grand Total</u>	<u>3,159,506</u>	<u>\$2,239,990,331</u>	<u>\$2,375,994,498</u>	<u>\$136,069,167</u>	<u>6.1%</u>
Network Transmission Revenue		\$544,310,069	\$544,310,069	\$0	0.0%
Transmission Related Other Revenues		\$24,942,038	\$25,594,919	\$652,881	2.6%
Total Cost of Service		\$2,809,242,438	\$2,945,899,486	\$136,722,048	4.9%

¹ Test-year revenues have been adjusted to annualize the Docket No. 35717 rate increase, to normalize billing units, to remove the revenues associated with Oncor's Advanced Metering Cost Recovery Factor, Energy Efficiency Cost Recovery Factor, and Rate Case Expense surcharge, and to increase test-year revenues to reflect TCOS and TCRF adjustments approved or pending after June 30, 2010.

In the Tariff for Retail Delivery Service, Section 6.1.1.1.1 Residential Service, change the Availability section as follows:

AVAILABILITY

This schedule is applicable to Delivery Service for residential purposes (which may include a small amount of non-residential usage incident to residential usage) of a permanent nature to Individual Private Dwellings (including their appurtenant structures) and to individually metered apartments when such Delivery Service is to one Point of Delivery and measured through one Meter and is not for shared or resale purposes. Residential Service is limited to one individual Private Dwelling per platted parcel of land or postal delivery address.

If a premise is primarily used for non-residential purposes, Delivery Service will be provided under the Company's appropriate Secondary Service or Primary Service rate schedule.

This schedule is not available for non-residential service, including but not limited to water wells, electric gates, barns, garages, boat docks, airplane ~~hangars~~ hangers, or recreational vehicle parks, or for structures on the platted parcel requiring a separate meter.

In the Tariff for Transmission Service, Section 4.0, change the Facility Connection Requirements Definition as follows:

FACILITY CONNECTION REQUIREMENTS. Requirements for connecting with Company's transmission system that are reflected in the current versions of Oncor Standard 500-250 Guideline – Facility Connection Requirements for Radial Points of Interconnection at Transmission Voltages with Utilities; Oncor Standard 500-251 Guideline – Facility Connection Requirements for Points of Interconnection at Transmission Voltage with Retail Customers; Oncor Standard 500-252 Guideline – Facility Connection Requirements for Bi-Directional Points of Interconnection at Transmission Voltages with Electric Utilities; and Oncor Standard 500-253 Guideline – Facility Connection Requirements for Points of Interconnection at Transmission Voltages with Generators; and in any other facility connection requirements adopted by Company subsequent to the approval of this Tariff if required by NERC, Texas Reliability Entity, or ERCOT; and in any amendments to the facility connection requirements identified in this definition adopted subsequent to the approval of this Tariff if required by NERC, Texas Reliability Entity, or ERCOT. These Standards are available on the Company's website.

PUC DOCKET NO. 38929 (Settlement)
ONCOR ELECTRIC DELIVERY COMPANY LLC
TOTAL COST OF SERVICE
TEST YEAR ENDING JUNE 30, 2010

Line No	Description	Settlement TCOS	TCOS 38495 Interim Update	RFP Incr/decr
1	Operating and Maintenance Expenses	87,909,195	81,527,546	6,381,649
2	Depreciation, Amortization, & Other Expenses	138,493,534	135,743,982	2,749,552
3	Taxes Other Than Federal Income Tax	49,458,606	47,599,076	1,859,530
4	Federal Income Tax	65,563,416	60,290,071	5,273,345
5				
6	Return on Rate Base	228,480,237	241,287,917	(12,807,680)
7				
8	TOTAL COST OF SERVICE	569,904,988	566,448,592	3,456,396
9				
10	Decommissioning Expense	-	-	-
11				
12	Other Non-Bypassable Charges	-	-	-
13				
14	Minus: Other Revenues	25,594,919	22,138,523	3,456,396
15				
16	TOTAL ADJUSTED REVENUE REQUIREMENT	544,310,069	544,310,069	0
	Interest			
	IBIT	113,792,935	121,809,601	(8,016,666)
	FIT effective rate	180,250,718	179,768,387	482,331
		36.4%	33.5%	2.84%

PUC DOCKET NO. 38929 (Settlement)
 ONCOR ELECTRIC DELIVERY COMPANY LLC
 RATE BASE
 TEST YEAR ENDING JUNE 30, 2010

Line No	Description	Settlement TCOS	TCOS 38495 Interim Update	RFP Incr/decr
1	Original Cost of Plant	4,376,786,067		
2	General Plant	70,565,023		
3	Communication Equipment	42,936,590		
4	Total Plant	4,490,287,680		
5				
6	Minus: Accumulated Depreciation	1,233,876,948		
7				
8	Net Plant In Service	3,256,410,732	3,272,708,860	(16,298,128)
9				
10	Other Rate Base Items:			
11	CWIP	16,546,254	13,563,314	2,982,940
12	Plant Held for Future Use			
13	Accumulated Provisions	52,348,621	29,456,595	22,892,026
14	Materials & Supplies	(1,116,975)	(1,934,179)	817,204
15	Cash Working Capital	451,686	2,034,025	(1,582,339)
16	Prepayments	(4,681,857)	(15,085,000)	10,403,143
17	Other Rate Base Items	17,473,874	3,320,874	14,153,000
18	Regulatory Assets			
19	Accumulated Deferred Income Taxes	(519,380,452)	(389,959,210)	(129,421,242)
20				
21	Subtotal	(438,358,849)	(358,603,581)	(79,755,268)
22				
23	TOTAL RATE BASE	2,818,051,883	2,914,105,279	(96,053,396)
24				
25	Rate of Return	8.11%	8.28%	-0.17%
26				
27	RETURN ON RATE BASE	228,480,237	241,287,917	(12,807,680)

ONCOR ELECTRIC DELIVERY COMPANY LLC
Interim Update of Wholesale Transmission Cost of Service
Rate Base
Test Year Ended June 30, 2010
Sponsor: J. Michael Sherburne

Line No.	Description	Balance Approved per Docket 38929 Final Order (1)
Direct Assigned:		
1	FERC Accounts (350 - 362)	
2	Original Plant In Service	\$ 4,278,224,242
3	(Accumulated Depreciation)	(1,101,804,401)
	Net Plant In Service	3,176,419,841
4	Allocated Plant Accounts - Net *	79,990,888
5	Working Capital *	(1,116,975)
6	Plant Held for Future Use *	16,546,254
7	Regulatory Assets *	17,473,874
8	Other *	(471,262,002)
9	Subtotal	(358,367,961)
10	Total Rate Base	\$ 2,818,051,880
11	Rate of Return	8.11%
12	Return On Rate Base	\$ 228,480,237
	* Same as last TCOS	

Sch II-B-1, pg 4, line 42, col (m)
 Sch II-B-5, pg 2, line 44, col (m)
 Lines 3&4 total \$3,258,410,729 (see line 5 of Settlement TCOS Schedule)

Gross Plant
 - Intangibles
 - General
 - Communication
 Total
 Accum Depreciation
 - Intangibles
 - General
 - Communication
 Total
 Net General Plant

98,581,822 Sch II-B-1, pg 2, line 6, col (m)
 70,565,023 Sch II-B-2, pg 2, line 19, col (m)
 42,936,580 Sch II-B-3, pg 2, line 4, col (m)
 212,063,435
 (83,995,481) Sch II-B-5, pg 2, line 7, col (m)
 (19,709,647) Sch II-B-5, pg 4, line 61, col (m)
 (26,367,419) Sch II-B-5, pg 4, line 67, col (m)
 (132,072,547)
 79,990,888

Settlement TCOS Schedule, line 15
 Sch II-B, pg 1, line 12, col (f)
 Settlement TCOS Schedule, line 18
 Materials & Supplies 52,348,621 Sch II-B, line 14, col (f)
 Propayments 451,686 Sch II-B, line 16, col (f)
 Other Rate Base Items (4,681,857) Sch II-B, line 17, col (f)
 Accum Deferred FIT (519,380,452) Sch II-B, line 19, col (f)
 Total (471,262,002)

Settlement TCOS Schedule, lines 23-27

ONCOR ELECTRIC DELIVERY COMPANY LLC
Interim Update of Wholesale Transmission Cost of Service
Transmission Plant
Test Year Ended June 30, 2010
Sponsor: J. Michael Sherburne

Line No.	Acct. No.	Account Description	Schedule / Worksheet Reference	Balance Approved per Docket 38929 Final Order (1)	
Transmission Plant					
1	A350	Land and Land Rights	WP/Schedule B-1/1	\$ 269,423,481	Sch II-B-1, page 2, lines 9-10, col (m)
2	A352	Structures and Improvements	WP/Schedule B-1/1	138,930,226	Sch II-B-1, page 2, line 11, col (m)
3	A353	Station Equipment	WP/Schedule B-1/1	1,313,015,463	Sch II-B-1, page 2, line 12, col (m)
4	A354	Towers and Fixtures	WP/Schedule B-1/1	505,905,311	Sch II-B-1, page 2, line 13, col (m)
5	A355	Poles and Fixtures	WP/Schedule B-1/1	757,534,869	Sch II-B-1, page 2, line 14, col (m)
6	A356	O. H. Conductors & Devices	WP/Schedule B-1/1	920,846,028	Sch II-B-1, page 2, line 15, col (m)
7	A357	Underground Conduit	WP/Schedule B-1/1	47,029,543	Sch II-B-1, page 2, line 16, col (m)
8	A358	Underground Conductors	WP/Schedule B-1/1	60,680,266	Sch II-B-1, page 2, line 17, col (m)
9	A359	Roads and Trails	WP/Schedule B-1/1	0	
10		Total Transmission Plant		4,013,365,187	Sch II-B-1, page 2, line 20, col (m)
Distribution Plant					
11	A360	Land and Land Rights (above 60 kV)	WP/Schedule B-1/1	13,888,662	Sch II-B-1, page 4, lines 23-37, col (m)
12	A361	Structures and Improvements (above 60 kV)	WP/Schedule B-1/1	20,590,037	Sch II-B-1, page 4, line 24, col (m)
13	A362	Station Equipment (above 60 kV)	WP/Schedule B-1/1	230,380,356	Sch II-B-1, page 4, line 25, col (m)
14		Total Distribution Plant		264,859,055	Sch II-B-1, page 4, line 39, col (m)
15		Total Transmission Plant in Service - Gross	Schedule B	\$ 4,278,224,242	Sch II-B-1, page 4, line 42, col (m)

ONCOR ELECTRIC DELIVERY COMPANY LLC
Interim Update of Wholesale Transmission Cost of Service
Accumulated Depreciation
Test Year Ended June 30, 2010
Sponsor: J. Michael Sherburne

Line No.	Acct. No.	Account Description	Schedule / Worksheet Reference	Balance Approved per Docket 38929 Final Order (1)
Accumulated Depreciation				
Transmission Plant				
1	A350	Land and Land Rights		\$ 40,657,087
2	A352	Structures and Improvements		31,725,776
3	A353	Station Equipment		230,933,209
4	A354	Towers and Fixtures		161,214,614
5	A355	Poles and Fixtures		235,581,668
6	A356	O. H. conductors & Devices		301,677,492
7	A357	Underground Conduit		8,948,342
8	A358	Underground Conductors		14,815,707
9	A359	Roads and Trails		-
10		Total Transmission Plant		1,025,553,895
Distribution Plant				
11	A360	Land and Land Rights (above 60 kV)		18,098
12	A361	Structures and Improvements (above 60 kV)		8,560,324
13	A362	Station Equipment (above 60 kV)		67,672,084
14		Total Distribution Plant		76,250,506
15		Total Transmission Accumulated Depreciation	Schedule B	\$ 1,101,804,401

ATTACHMENT 2

EXHIBIT B

EXHIBIT B

**PUC DOCKET NO. 38929
SOAH DOCKET NO. 473-11-2330**

APPLICATION OF ONCOR ELECTRIC	§	BEFORE THE
DELIVERY COMPANY LLC FOR	§	PUBLIC UTILITY COMMISSION
AUTHORITY TO CHANGE RATES	§	OF TEXAS

ORDER

On January 7, 2011, Oncor Electric Delivery Company LLC (Oncor or Company) filed an application for authority to change rates pursuant to Public Utility Regulatory Act (PURA)¹ § 36.102. Oncor requested a base rate increase of approximately \$353 million, which is approximately 12.6% over adjusted test-year revenues (or \$441 million and 16.2% if approved or pending transmission cost of service (TCOS) and transmission cost recovery factor (TCRF) adjustments to the test year are excluded from the adjustments to test-year revenues (and thus included in proposed base rates)). The application is based on a test year consisting of the 12-month period ending June 30, 2010, with February 14, 2011 as the proposed effective date for rates. In Order No. 1, the State Office of Administrative Hearings (SOAH) administrative law judges (ALJs) suspended the proposed effective date of the tariff changes for 150 days, until July 14, 2011, to allow sufficient time for a final determination. At the January 28, 2011 Prehearing Conference, Oncor agreed to extend the Commission's jurisdictional deadline to July 31, 2011.

On May 11, 2011, Commission Staff, Oncor, and certain other parties filed a Stipulation (Stipulation) resolving all issues in this proceeding. All other parties not joining in the Stipulation have agreed not to oppose it. Oncor's application, as modified by the Stipulation, is approved. Consistent with all of the terms of the Stipulation, the Commission adopts the following findings of fact and conclusions of law:

I. Findings of Fact

Introduction and Procedural History

1. Oncor is an investor-owned electric utility within the Electric Reliability Council of Texas (ERCOT) system.
2. Oncor owns and operates facilities used to transmit and distribute electricity in the northeast to central and west Texas, including the Dallas-Fort Worth Metroplex area. Oncor delivers

¹ Public Utility Regulatory Act, Tex. Util. Code Ann. §§ 11.001-66.016 (Vernon 2007 & Supp. 2010).

electricity to more than three million wholesale and retail customers in 401 cities and 91 counties in Texas through one of the largest integrated electric systems in the United States and the largest in Texas.

3. On January 7, 2011, Oncor filed its application with the Commission for authority to increase its transmission and distribution rates to achieve an increase in revenue of approximately \$353 million over adjusted test-year revenues, or approximately a 12.6% increase over adjusted test-year revenues.
4. Oncor provided individual notice of its application to Commission Staff and the Office of Public Utility Counsel (OPC) on January 7, 2011.
5. Concurrent with its filing with the Commission, Oncor filed a similar petition and statement of intent with each incorporated city in its service area that has original jurisdiction over its retail distribution rates.
6. Oncor provided notice by publication once a week for four consecutive weeks before the effective date of the proposed rate change in newspapers having general circulation in each county in Oncor's service territory.
7. On January 7, 2011, Oncor provided notice to all municipalities in Oncor's service area with original jurisdiction by sending a copy of Oncor's petition and statement of intent.
8. Oncor timely provided each party in Oncor's last application to change rates, *Application of Oncor Electric Delivery LLC for Authority to Change Rates*, Docket No. 35717, the complete rate filing package (RFP) and CD either by hand delivery or overnight delivery.
9. On January 7, 2011, Oncor mailed notice of its petition and statement of intent to all retail electric providers currently certificated by the Commission and to all entities listed in the Commission's transmission matrix in Docket No. 38900.
10. The Commission referred this proceeding to SOAH on January 10, 2011. On February 8, 2011, the Commission issued its Preliminary Order setting forth the issues to be addressed in this proceeding.
11. On March 2, 2011, the Commission issued a Supplemental Preliminary Order stating that the issue of whether the direct assignment of costs for wholesale customers is appropriate should not be addressed in this proceeding.
12. Commission Staff participated in this docket. In addition, the following entities were granted intervenor status in this proceeding: OPC; State agencies and institutions of higher

education (State Agencies); Texas Industrial Energy Consumers (TIEC); the Steering Committee of Cities Served by Oncor (Cities); Alliance of Oncor Cities (AOC); Wal-Mart Stores Texas, LLC and Sam's East, Inc. (Walmart); The Kroger Co. (Kroger); Reliant Energy Retail Services, LLC; CenterPoint Energy Houston Electric, LLC; the Alliance for Retail Markets; Nucor Steel - Texas; TXU Energy Retail Company LLC; Texas Energy Association for Marketers; Environmental Defense Fund; Brazos Electric Power Cooperative Inc.; Tex-La Electric Cooperative of Texas, Inc.; Rayburn Country Electric Cooperative, Inc.; IBEW Local 69; and Texas Cotton Ginners' Association & St. Lawrence Cotton Growers' Association.

13. Oncor filed timely appeals with the Commission of the rate ordinances of various municipalities exercising original jurisdiction within Oncor's service territory. All such appeals were consolidated for determination in this proceeding.
14. By Order No. 4, filed February 24, 2011, the SOAH ALJs granted Oncor's unopposed motion to sever issues related to recovery of rate case expenses from this docket into a separate docket. The severed matter was assigned *Application of Oncor Electric Delivery Company LLC for Rate Case Expenses Severed from PUC Docket No. 38929, SOAH Docket No. 473-11-2330, Docket No. 39239* (pending).
15. Oncor's application is based on the test year ending June 30, 2010.
16. Oncor's proposed effective date of February 14, 2011 for the proposed rates was suspended by the SOAH ALJs for 150 days, until July 14, 2011, to allow sufficient time for a final determination. At the January 28, 2011 Prehearing Conference, Oncor agreed to extend the proposed effective date to March 3, 2011, and thus extend the Commission's jurisdictional deadline to July 31, 2011.
17. On April 8, 2011, Oncor announced that it and certain parties had reached an agreement in principal to settle all issues regarding Oncor's application and moved to abate the procedural schedule to finalize the settlement.
18. By Order No. 12, filed April 11, 2011, the SOAH ALJs granted Oncor's unopposed motion to abate the procedural schedule. By Order No. 15, filed April 29, 2011, the SOAH ALJs granted Oncor's unopposed motion to cancel the hearing on the merits.
19. On May 11, 2011, the following parties filed an Unopposed Joint Motion to: Admit Affidavit of Notice, Stipulation, and Supporting Testimony in Evidence; Approve Interim

Rates; and Remand to the Commission for Review and Approval of Stipulation, Proposed Final Order, and Tariffs (Joint Motion): Oncor; Commission Staff; OPC; State Agencies; TIEC; Cities; AOC; Walmart; and Kroger (collectively, Signatories). All other parties that have not joined in the Stipulation have agreed that they do not and will not oppose it, and all parties have waived their right to a hearing and to conduct cross-examination in this proceeding.

20. By Order No. __, filed May __, 2011, the SOAH ALJs approved interim/temporary rates consistent with the Stipulation effective July 1, 2011, pursuant to PURA § 36.109 and Commission Procedural Rule 22.125, should permanent rates not be approved and in effect by that date.
21. By Order No. __, filed May __, 2011, the SOAH ALJs granted the Joint Motion, admitting into evidence the following: (a) Oncor's Affidavit Attesting to the Provision of Notice (including attachments) filed on March 2, 2011; (b) the Stipulation; (c) the Supplemental Direct Testimony in Support of Stipulation of Stephen N. Ragland; and (d) the Supplemental Direct Testimony in Support of Stipulation of J. Michael Sherburne. By the same order, this proceeding was returned to the Commission for review and approval of the Stipulation and related tariffs (Tariffs).

The Stipulation

Base Rate Revenue Increase and Related Matters

22. Consistent with the Stipulation, the Signatories agreed that Oncor's total base rate revenue requirement will be increased by \$136,722,048 over current rate revenues (which include post-test year TCOS and TCRF adjustments), resulting in a total cost of service of \$2,945,899,486. Consistent with the Stipulation, the Signatories also developed rates for each customer class that results in a change in rates for each customer class as reflected in Exhibit A to the Stipulation. The calculated rates have been incorporated in the Tariffs attached to this Order.
23. Oncor's Weighted Average Cost of Capital ("WACC") shall be 8.14% based upon a 6.73% Cost of Debt, an authorized Return on Equity ("ROE") of 10.25%, and an authorized regulatory capital structure of 60% long-term debt and 40% equity. The foregoing WACC, Cost of Debt, ROE, and capital structure will apply, in accordance with PURA and Commission rules, in all Commission proceedings or Commission filings requiring

application of Oncor's Cost of Debt, WACC, ROE, or capital structure to the same extent as if these factors had been determined in a final order in a fully-litigated proceeding.

24. A 10.25% ROE will allow Oncor a reasonable opportunity to earn a reasonable return on its capital investment.
25. Consistent with the Stipulation, the Signatories agreed that all Oncor investment through the end of the test year, as presented in Oncor's RFP, is prudent and includable in rate base. A determination of prudence regarding Oncor's investment made after June 30, 2010 (whether now in rates through interim TCOS and TCRF or non-TCOS in nature) will be reserved until Oncor's next general base rate case. This provision does not waive the rights of certain parties to continue their appeals of Docket No. 35717² with respect to the prudence of certain automated meters. This provision also does not apply to investment subject to recovery through the Advanced Metering System (AMS) surcharge approved in Docket No. 35718.³ Consistent with the Stipulation, the Signatories agreed that Oncor's total rate base as of June 30, 2010 is \$8,098,414,835.
26. Consistent with the Stipulation, and to reflect the opinion of the District Court in the Docket No. 35717 appeal and the Commission's recent decision in Docket No. 38339,⁴ Oncor will:
 - a. Increase franchise fees to the contractual annual amount, to begin within 60 days after entry of a final order in this proceeding or July 1, 2011, whichever is later, but in any event retrospective to July 1, 2011. With the exception of Commission Staff, the Signatories agreed that the Stipulation resolves all outstanding appeals relating to municipal franchise fees in Docket No. 35717. Commission Staff takes no position on that issue or on Ordering Paragraph No. 4 in this Order; and
 - b. Within 60 days of the date of this Order, pay the municipalities in its service territory retrospective franchise fees (calculated from the date that the rates approved in Docket No. 35717 went into effect through July 1, 2011) and rate case expenses (through July 1, 2011) and recover those amounts, plus Oncor's rate case expenses balance (through July

² *Application of Oncor Electric Delivery Company LLC for Authority to Change Rates*, Docket No. 35717, Order on Rehearing (Nov. 30, 2009).

³ *Oncor Electric Delivery Company LLC's Request For Approval Of Advanced Metering System (AMS) Deployment Plan And Request For Advanced Metering System (AMS) Surcharge*, Docket No. 35718, Order (Aug. 28, 2009).

⁴ *CenterPoint Energy Houston Electric, LLC for Authority to Change Rates*, Docket No. 38339.

1, 2011) over three years in a separate surcharge with no carrying charges. This surcharge will be set as part of this settlement to include that portion of the surcharge related to retrospective franchise fees, will be revised consistent with the final order in Docket No. 39239⁵ to include that portion of the surcharge related to rate case expenses, will be called the Regulatory Surcharge rider (Rider RS), and will be in addition to the rates set in this Docket No. 38929. Rate case expenses incurred after July 1, 2011 will be captured in a regulatory asset and preserved for recovery consideration in Oncor's next general base rate case.

27. Consistent with the Stipulation, the total amount of retrospective franchise fees, through July 2, 2011, plus interest at the Commission-established rate, is \$21,848,230. Rider RS included in the proposed Tariffs currently includes only these amounts for retrospective franchise fees. The Signatories agreed that the issue of the appropriate level of rate case expenses shall be resolved in Docket No. 39239, where that issue is currently pending. Once the Commission has issued an order approving the level of rate case expenses to be recovered, Oncor will make a compliance filing with the Commission to adjust Rider RS to include the approved rate case expenses. The Signatories agreed that the allocation factors to be used for Rider RS are reflected in the Supplemental Direct Testimony in Support of Stipulation of J. Michael Sherburne at Exhibit JMS-SD-3. Rider RS will take effect January 1, 2012
28. Consistent with the Stipulation, the Signatories agreed that the transmission cost of service shall be set as reflected in Exhibit A to the Stipulation and incorporated in the Tariffs attached to this Order.
29. Consistent with the Stipulation, Oncor will reinstate Rider SCUD without passing on any revenue shortfall to customers. If subsequent legislation eliminates or changes Rider SCUD, or upon a final, non-appealable court order that Rider SCUD is not applicable under current law, Oncor will change or eliminate the Rider SCUD discount consistent with any such legislation or court order. If Rider SCUD is changed or eliminated, any such change or elimination shall take effect prospectively following the effective date of applicable

⁵ *Application of Oncor Electric Delivery Company LLC for Rate Case Expense Severed from PUC Docket No. 38929, SOAH Docket No. 473-11-2330, Docket No. 39239 (pending).*

legislation or the issuance of a mandate by the court of last resort. No surcharge will be implemented or applied to recoup any Rider SCUD discount.

30. Consistent with the Stipulation, costs shall be allocated among the customer classes consistent with Exhibit A to the Stipulation. The Signatories agreed to the rate design and tariff language as proposed by Oncor in its RFP [which includes (1) eliminating the Transmission System Charge and thereby recovering all of Oncor's transmission expense through its TCRF as provided for in proposed Rider TCRF, and (2) modifications to the ratchet provisions in the Secondary >10 kW Class], subject to the following changes:
- a. For TCRF, Oncor will use the 2010 unadjusted 4CP figures instead of the 2009 adjusted 4CP figures. The 2010 unadjusted 4CP figures are detailed in the Supplemental Direct Testimony in Support of Stipulation of J. Michael Sherburne at Exhibit JMS-SD-1; and
 - b. Changes to the tariff language, which have been as reflected in the Tariffs attached to this Order.

Accounting Matters/Effective Dates for Rates and Riders

31. Consistent with the Stipulation, Oncor will use the depreciation rates it proposed in its direct case in this proceeding. Those rates are the same as the rates approved in Docket No. 35717, with the exception that there is an increase in the depreciation rate for intangible plant assets, which increase is reflected in the agreed total annual cost of service. The new agreed annual amortization rate for Account 303 (intangible plant) is 12.56%.
32. Consistent with the Stipulation, the amount of meter-reading costs and ad valorem taxes included in Oncor's new rates, to the extent those costs are related to meters that are being replaced pursuant to Oncor's approved AMS Deployment Plan, are as follows:
- a. Meter-reading costs – \$15,785,691; and
 - b. Ad valorem taxes – \$1,322,281.
33. Consistent with the Stipulation, Oncor will amortize its total regulatory asset balance as of June 30, 2010, as presented in the Company's RFP, which includes old (the net unamortized amount of what was approved in Docket No. 35717) and new [additional since Docket No. 35717 balances for self-insurance or "storm" reserve and pension/other postretirement benefits (OPEB)], over eight (8) years, with such revised amortization to begin on January 1, 2012. The amount of the new annual amortizations are as follows:
- a. Self-insurance reserve – \$31,514,420 (\$252,115,362 balance / 8 years);

- b. Pensions – \$9,113,738 (\$72,909,900 balance / 8 years); and
- c. OPEBs – \$6,921,963 (\$55,375,706 balance / 8 years).

Until January 1, 2012, Oncor will continue the amortizations of its regulatory asset balances at the levels approved in Docket No. 35717. Oncor will continue annual accruals for pensions, OPEBs, and the self-insurance reserve at the levels approved in Docket No. 35717.

- 34. Consistent with the Stipulation, Oncor shall phase-in rates as follows:
 - a. A \$93,722,048 million base rate revenue increase to be effective the later of thirty (30) days after this Order is signed, or July 1, 2011 (Phase I Tariffs);
 - b. A \$43 million base rate revenue increase effective January 1, 2012 (Phase II Tariffs);
 - c. A Regulatory Surcharge effective January 1, 2012 (Rider RS); and
 - d. All new amortizations (self-insurance reserve and pensions/OPEBs) beginning January 1, 2012.

Other Matters

- 35. Consistent with the Stipulation, Oncor will not file a general base rate case before July 1, 2013; provided that, Oncor has no obligation to file a rate case on that or any other date, and Oncor is entitled to file interim rate updates and adjust rates as allowed by Texas law and Commission rules, including, but not limited to, interim TCOS updates, TCRF updates, Energy Efficiency Cost Recovery Factor updates, AMS Surcharge filings, and other investment or cost updates that may exist now or in the future as a result of legislative or Commission action. Nothing in this paragraph is intended to limit the ability of a regulatory authority to initiate an Oncor rate case at any time.
- 36. Consistent with the Stipulation, the Signatories agreed that the terms of the Stipulation are fair, reasonable, and in the public interest and agreed to support the prompt adoption of a final order in this docket consistent with the Stipulation and to defend the terms of the Stipulation.
- 37. Consistent with the Stipulation, the Signatories agreed that the Stipulation is binding on each of the Signatories only for the purpose of settling the issues as set forth herein and for no other purposes. The matters resolved herein are resolved on the basis of a compromise and settlement. Except to the extent that the Stipulation expressly governs a Signatory's rights and obligations for future periods, the Stipulation shall not be binding or precedential

on a Signatory outside of this proceeding except for a proceeding to enforce the terms of the Stipulation. The Signatories agreed that a Signatory's support of the resolution of this docket in accordance with the Stipulation may differ from its position or testimony regarding contested issues of law, policy, or fact in other proceedings before the Commission or other forum. A Signatory is under no obligation to take the same position as set out in the Stipulation in other proceedings not referenced in the Stipulation whether those dockets present the same or a different set of circumstances. A Signatory's agreement to entry of a final order of the Commission consistent with the Stipulation should not be regarded as an agreement to the appropriateness or correctness of any assumptions, methodology, or legal or regulatory principle that may have been employed in reaching the Stipulation.

Commission Approval

38. Considered in light of Oncor's requested rate increase, and that the Signatories had developed testimony taking positions significantly different from Oncor's pre-filed testimony, the Stipulation is the result of compromise from each party, and these efforts, as well as the overall result of the Stipulation viewed in light of the record evidence as a whole, support the reasonableness and benefits of the terms of the Stipulation.
39. The Stipulation, taken as a whole, is a just and reasonable resolution of the issues, results in just and reasonable rates, is supported by a preponderance of the evidence, is consistent with the relevant provisions of PURA, is in the public interest, and should be approved.

II. Conclusions of Law

1. Oncor is an electric utility as defined by PURA § 31.002, and, therefore, it is subject to the Commission's jurisdiction under PURA §§ 14.001, 32.001, 33.001, 33.002, 33.051, 35.004, and 36.102.
2. Oncor is a transmission and distribution utility as defined in PURA § 31.002(19).
3. SOAH exercised jurisdiction over this docket pursuant to PURA § 14.053 and TEX. GOV'T CODE ANN. § 2003.049.
4. Oncor provided adequate notice of this proceeding in accordance with PURA § 36.103 and P.U.C. PROC. R. 22.51.

5. Pursuant to PURA § 33.001, each municipality in Oncor's service area that has not ceded jurisdiction to the Commission has jurisdiction over the Company's application, which seeks to change rates for distribution services within each municipality.
6. The Commission has jurisdiction over an appeal from a municipality's rate proceeding pursuant to PURA § 33.051.
7. This docket was processed in accordance with the requirements of PURA, the Administrative Procedure Act, TEX. GOV'T CODE ANN. Chapter 2001, and Commission rules.
8. PURA § 36.651 does not require Oncor to provide a 20% discount to four-year state universities, upper-level institutions, Texas State Technical colleges, or colleges. Because Oncor has elected to provide this discount, it may not recoup the lost revenue by charging higher rates to other customer classes. See PURA § 36.007.
9. The affiliate expenses included in Oncor's rates under the Stipulation are consistent with the requirements of PURA § 36.058.
10. The self-insurance reserve provided for in the Stipulation is in compliance with PURA § 36.064 and Commission Substantive Rule 25.231(b)(1)(G).
11. Oncor's WACC of 8.14% based upon a 6.73% Cost of Debt, an authorized ROE of 10.25%, and an authorized regulatory capital structure of 60% long-term debt and 40% equity are consistent with the requirements of PURA §§ 36.051 and 36.052.
12. Oncor's overall revenues approved in this proceeding permit Oncor a reasonable opportunity to earn a reasonable return on its invested capital that is used and useful in providing service to the public in excess of its reasonable and necessary operating expenses in compliance with PURA § 36.051.
13. Oncor's rates, as approved in this proceeding, are just and reasonable in accordance with PURA § 36.003.

III. Ordering Paragraphs

In accordance with these findings of fact and conclusions of law, the Commission issues the following order:

1. The Stipulation is approved, and Oncor's application, as modified by the Stipulation, is approved.
2. Oncor's Tariffs attached to this Order are approved.

3. Within ten days of this Order being signed, Oncor shall file new tariffs identical to those that are approved in this Order with an effective date the later of 30 days after the date this Order is signed, or July 1, 2011.
4. The Office of the Attorney General is directed to forego any additional appeals with respect to the franchise fees issues from Docket No. 35717, Oncor's most recent general base rate case.⁶
5. The entry of this Order consistent with the Stipulation does not indicate the Commission's endorsement of any principle or methodology that may underlie the Stipulation. Entry of this Order shall not be regarded as precedent as to the appropriateness of any principle or methodology underlying the Stipulation.
6. All other motions, requests for entry of specific findings of fact and conclusions of law, and any other requests for general or specific relief, if not expressly granted, are denied.

SIGNED AT AUSTIN, Texas on the _____ day of May, 2011.

PUBLIC UTILITY COMMISSION OF TEXAS

BARRY T. SMITHERMAN, CHAIRMAN

DONNA L. NELSON, COMMISSIONER

KENNETH W. ANDERSON, JR., COMMISSIONER

⁶ As stated in Finding of Fact No. 26(a), Commission Staff takes no position on this Ordering Paragraph No. 4.

Steering Committee of Cities Served by Oncor
Participating Cities – Oncor Rate Case (Docket No. 38929)

Addison	Fate	Northlake
Allen	Flower Mound	Oak Leaf
Alvarado	Forest Hill	Oak Point
Andrews	Fort Worth	Odessa
Anna	Frisco	O'Donnell
Archer City	Frost	Ovilla
Argyle	Gainesville	Palestine
Arlington	Garland	Pantego
Bedford	Glenn Heights	Paris
Bellmead	Grand Prairie	Parker
Belton	Granger	Plano
Benbrook	Grapevine	Pottsboro
Beverly Hills	Gunter	Prosper
Big Spring	Haltom City	Ranger
Boyd	Harker Heights	Red Oak
Breckenridge	Henrietta	Rhome
Bridgeport	Hewitt	Richardson
Brownwood	Highland Park	Richland
Buffalo	Honey Grove	Richland Hills
Burkburnett	Howe	River Oaks
Burleson	Hurst	Roanoke
Caddo Mills	Hutto	Robinson
Cameron	Iowa Park	Rockwall
Canton	Irving	Rosser
Carrollton	Jolly	Rowlett
Cedar Hill	Josephine	Sachse
Celina	Justin	Saginaw
Centerville	Kaufman	Seagoville
Cleburne	Keller	Sherman
Coahoma	Kemp	Snyder
Colleyville	Kennedale	Southlake
Collinsville	Kerens	Springtown
Colorado City	Killeen	Stephenville
Comanche	Krum	Sulphur Springs
Commerce	Lake Worth	Sunnyvale
Coppell	Lakeside	Sweetwater
Copperas Cove	Lamesa	Temple
Corinth	Lancaster	Terrell
Crowley	Lewisville	The Colony
Dallas	Lindale	Trophy Club
Dalworthington Gardens	Little Elm	Tyler
DeLeon	Little River Academy	University Park
De Soto	Malakoff	Venus
Denison	Mansfield	Waco
Duncanville	McKinney	Watauga
Early	Mesquite	Waxahachie
Eastland	Midland	White Settlement
Edgecliff Village	Midlothian	Wichita Falls
Ennis	Murchison	Willow Park
Euless	Murphy	Woodway
Everman	Nacogdoches	Wylie
Fairview	New Chapel Hill	
Farmers Branch	North Richland Hills	

ONCOR ELECTRIC DELIVERY COMPANY LLC
RESIDENTIAL CALCULATION
CURRENT vs. SETTLEMENT

Oncor Electric Delivery Company
Rates at Full Settlement Amount vs Current Rates

<u>Charge</u>	<u>Current Oncor</u>	<u>Settlement</u>	<u>Incremental Increase</u>
Customer Charge	\$0.57 /cust/month	\$0.78 /cust/month	\$0.21 /cust/month
Metering Charge	\$2.20 /cust/month	\$2.28 /cust/month	\$0.08 /cust/month
Energy Efficiency Cost Recovery Factor (per cust)	\$0.91 /cust/month	\$0.91 /cust/month	\$0.00 /cust/month
Advanced Metering Cost Recovery Factor	\$2.19 /cust/month	\$2.19 /cust/month	\$0.00 /cust/month
Subtotal, Fixed Charges	\$5.87 /cust/month	\$6.16 /cust/month	\$0.29 /cust/month
Distribution System Charge	\$0.017744 /kWh	\$0.018583 /kWh	\$0.000839 /kWh
Transmission System Charge	\$0.005918 /kWh	\$0.000000 /kWh	(\$0.005918) /kWh
Transmission Cost Recovery Factor as of 3/1/2011*	\$0.000950 /kWh*	\$0.007462 /kWh**	\$0.006512 /kWh
Subtotal, Basic Wires Charges	\$0.024612 /kWh	\$0.026045 /kWh	\$0.001433 /kWh
Customer Charge and Wires Charge (no non-bypassable charges) 1,000 kWh	\$30.48	\$32.21	\$1.72
Customer Charge and Wires Charge (no non-bypassable charges) 1,300 kWh	\$37.87	\$40.02	\$2.15
<u>Non-Bypassable Charges</u>			
System Benefit Fund	\$0.000655 /kWh	\$0.000654 /kWh	(\$0.000001) /kWh
Nuclear Decommissioning Charge	\$0.000169 /kWh	\$0.000169 /kWh	\$0.000000 /kWh
Transition Charge	\$0.001550 /kWh	\$0.001550 /kWh	\$0.000000 /kWh
Rate Case Expense 1	\$0.000036 /kWh	\$0.000036 /kWh	\$0.000000 /kWh
Rate Case Expense 2 / Franchise Fee Surcharge	\$0.000000 /kWh	\$0.000132 /kWh	\$0.000132 /kWh
Total Wires Charge for 1,000 kWh	\$32.89	\$34.75	\$1.85
	3.29 cents/kWh	3.47 cents/kWh	0.19 cents/kWh
Total Wires Charge for 1,300 kWh	\$41.00	\$43.32	\$2.32
	3.15 cents/kWh	3.33 cents/kWh	0.18 cents/kWh
<u>Fixed Charge Increases</u>			
Customer Charge	\$0.21		
Metering Charge	\$0.08		
TOTAL	\$0.29 per cust per month		
<u>Variable Charge Increase/(Decrease)</u>			
Distribution System Charge	\$0.000839		
Transmission System Charge	(\$0.005918)		
Transmission Cost Recovery Factor **	\$0.006512		
System Benefit Fund	(\$0.000001)		
Rate Case Expense 2 / Franchise Fee Surcharge	\$0.000132		
TOTAL	\$0.001564 per kWh		
Total Wires Charge Increase	<u>1000 kWh</u>	<u>1300 kWh</u>	
	\$ 0.29	\$ 0.29	
	1.56 (1000 kWh * \$0.001564)	2.03 (1300 kWh * \$0.001564)	
	\$ 1.85	\$ 2.32	

** Settlement rates include all transmission expense.